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SUPREME COURT OF THE UNITED STATES.

No. ~~30~~ 10

JOSHUA SCHOLEFIELD AND JNO. TAYLOR, &c., PLAINTIFFS IN ERROR,

VERSUS

JESSE EICHELBERGER, &c.

IN ERROR TO THE CIRCUIT COURT UNITED STATES FOR THE MARYLAND DISTRICT.

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THE UNITED STATES OF AMERICA, DISTRICT OF MARYLAND, to wit.

At a circuit court of the United States for the fourth circuit, in and for the Maryland district, begun and held at the city of Baltimore, on the eighth day of December, in the year of our Lord one thousand eight hundred and twenty-six, present,

The Hon. GABRIEL DUVALL, *one of the Associate Justices of the Supreme Court U. S.*
ELIAS GLENN, *Judge of Maryland dist.*
NATHANIEL WILLIAMS, *Esq., Att'y.*
PAUL BENTALOU, *Esq., Marshal.*
PHILIP MOORE, *Clerk.*

Among other were the following proceedings, to wit:

Joshua Scholefield and John Taylor, surviving partners of William Redfern, versus Jesse Eichelberger, surviving partner of John Clemm.

Be it remembered that heretofore, to wit, on the seventeenth day of July, in the year of our Lord one thousand eight hundred and nineteen, the said Joshua Scholefield, William Redfern, and John Taylor, by Samuel I. Don-

aldson, their attorney, prosecuted and sued forth out of the circuit court here, the writ of the United States of America of capias ad respondendum, directed to the marshal of the Maryland district, in the words and of the tenor following, to wit:

UNITED STATES OF AMERICA, MARYLAND DISTRICT, to wit:

To the Marshal for Maryland district, greeting:

We command you that you take Jesse Eichelberger, late of the district of Maryland, merchant, a citizen of the State of Maryland, and residing therein, surviving partner of John Clemm, late of said district and State, deceased, if he shall be found in your district, and that him so taken, you safe keep, so that you have his body before the judges of the circuit court of the United States for the fourth circuit, in and for the Maryland district, at the masonic hall, in the city of Baltimore, on the seventh day of November next, to answer unto Joshua Scholefield, William Redfern, and John Taylor, foreigners, and subjects of the king of the united kingdom of Great Britain and Ireland, and residents thereof, in a plea of trespass on the case, &c. Hereof fail not, at your peril; and have you then and there this writ.

Witness the honorable John Marshall, chief justice of our Supreme Court, the tenth day of March, in the year of our Lord one thousand eight hundred and nineteen.

S. I. D.—Issued 17th day of July, 1819.

PHILIP MOORE,
Clerk Circuit Court.

And the aforesaid Joshua Scholefield, William Redfern, and John Taylor, by their attorney aforesaid, on the day of prosecuting and suing forth of the aforesaid writ, declared against the said Jesse Eichelberger in the plea aforesaid, in form following, to wit:

CIRCUIT COURT OF THE UNITED STATES,
FOURTH CIRCUIT, DISTRICT OF MARYLAND, to wit.

Jesse Eichelberger, late of the district of Maryland, a citizen of the State of Maryland, and residing therein, surviving partner of John Clemm, late of said district and State, deceased, was attached to answer unto Joshua Scholefield, William Redfern, and John Taylor, foreigners, and subjects of the king of the united kingdom of Great Britain and Ireland, and residents thereof, in a plea of trespass on the case, and so forth. And whereupon the said plaintiffs, by William H. Winder and Samuel I. Donaldson, their attorneys, complain:

That whereas the said Jesse and John, in the lifetime of the said John, were partners and joint dealers, using trade and commerce under the name, style, and firm of Eichelberger and Clemm, to wit, at Baltimore, in the district aforesaid, and the said plaintiffs were also copartners and joint dealers in trade and commerce, using the same under the name, style, and firm of Scholefield, Redfern, & Co., at Birmingham, in the united kingdom of Great Britain and Ireland aforesaid, to wit, at the district aforesaid: and that being so copartners and joint dealers, the said Jesse and John, in the lifetime of the said John, on the first day of January, in the year eighteen hundred and eighteen, to wit, at the district aforesaid, were indebted to the said plaintiffs in the sum of two thousand five hundred and seventy-nine pounds and sixteen shillings, sterling money of Great Britain, for divers goods, wares, and

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merchandises by the said plaintiffs before that time sold and delivered to the said Jesse and John, in the lifetime of the said John, and at their special instance and request; and being so indebted, the said Jesse and John, in the lifetime of the said John, in consideration thereof, afterwards, to wit, on the same day and year aforesaid, at the district aforesaid, undertook and faithfully promised the said plaintiffs to pay them the said sum of money, when they, the said Jesse and John, should be thereto afterwards requested.

And whereas afterwards, to wit, on the day and year aforesaid, at the district aforesaid, in consideration that the said plaintiffs, at the like special instance and request of the said Jesse and John, in the lifetime of the said John, at the like special instance and request of the said Jesse and John had, before that time, sold and delivered to the said Jesse and John divers other goods, wares, and merchandises, the said Jesse and John, in the lifetime of the said John, then and there undertook and faithfully promised the said plaintiffs to pay them so much money as they therefor reasonably deserved to have for the same, when the said Jesse and John should be thereto afterwards requested. And the said plaintiffs aver that they, the said plaintiffs, reasonably deserved to have of the said Jesse and John, in the lifetime of the said John, for the same, other sum of two thousand five hundred and seventy-nine pounds and sixteen shillings, of like sterling money, whereof the said Jesse and John, in the lifetime of the said John, afterwards, to wit, on the day and year aforesaid, at the district aforesaid, had notice.

And the said plaintiffs do aver, that the said sum of two thousand five hundred and seventy-nine pounds and sixteen shillings, sterling money of Great Britain, always hitherto hath been, and now is, of the value of eleven thousand four hundred and sixty-five dollars and seventy-seven cents, current money of the United States, to wit, at the district aforesaid. Nevertheless, the said Jesse and John, in the lifetime of the said John, and the said Jesse since the death of the said John, not regarding their said several promises and undertakings, have not yet paid the said several sums of money, or either of them, or any part thereof, to the said plaintiffs, although so to do the said Jesse and John, in the lifetime of the said John, and the said Jesse since the death of said John, were requested by the said plaintiffs, afterwards, to wit, on the day and year aforesaid, and often afterwards, to wit, at the district aforesaid, but to pay the same the said Jesse and John, in the lifetime of the said John, and the said Jesse since the death of the said John, have hitherto altogether refused, and the said Jesse doth still refuse so to do, to the damage of the said plaintiffs twenty-three thousand dollars, current money of the United States; and therefore they bring their suit, and so forth.

WM. H. WINDER,
SAM'L I. DONALDSON,
Attorneys for plaintiffs.

JOHN DOE,
RICHARD ROE, } *Pledges, &c.*

A copy of which said declaration was made, and sent with the said writ to the marshal of Maryland district aforesaid, thereon endorsed, to wit, "Case, copy nar. within to be served on the defendant."

At which mentioned seventh day of November, in the year of our Lord one thousand eight hundred and nineteen, being the day of the return of the aforegoing writ, comes into the circuit court here as well the said Joshua

Scholefield, William Redfern, and John Taylor, by their attorneys aforesaid, and the marshal of the Maryland district aforesaid, to wit, Paul Bentalou, gentleman, to whom the said aforegoing writ was in form aforesaid directed, makes return thereof to the court here thus endorsed, to wit: "20th July, 1819.—Cepi, copy left. Paul Bentalou, marshal."

And the said Paul Bentalou, marshal of the Maryland district aforesaid, although solemnly called upon by order of the court here, on motion of the said Joshua Scholefield, William Redfern, and John Taylor, by their attorneys aforesaid, to bring into court here the body of the said Jesse Eichelberger, whom he ought to have here this day, in pursuance of the command of the writ aforesaid, and according to the tenor of his return thereof, as aforesaid, brings not into court here the said Jesse Eichelberger, but therein doth make default. Whereupon, on motion of the said Joshua Scholefield, William Redfern, and John Taylor, by their attorneys aforesaid, it is ruled by the court here that the said Paul Bentalou, the marshal of the Maryland district aforesaid, be amerced in the sum of five dollars, current money, in case he brings not into court here the body of the said Jesse Eichelberger on the first day of May next; and the same day is given to the said Joshua Scholefield, William Redfern, and John Taylor.

And thereupon the said Paul Bentalou, marshal of the Maryland district aforesaid, in pursuance of the command of the writ aforesaid, and according to the tenor of his return thereof, as aforesaid, and in compliance with the rule of the court aforesaid, and to save the amercement aforesaid, brings into court here the body of the said Jesse Eichelberger: whereupon, it is ordered by the court here that the rule and amercement aforesaid be discharged and stricken out. And thereupon, on motion of the said Joshua Scholefield, William Redfern, and John Taylor, by their attorneys aforesaid, it is ruled by the court here that the said Jesse Eichelberger give special bail in the plea aforesaid. Whereupon a certain Nicholas G. Ridgely, of the said district, comes into court here, in his own proper person, and with the consent of the said Joshua Scholefield, William Redfern, and John Taylor, by their attorneys aforesaid, becomes pledge and bail for the said Jesse Eichelberger, that if it shall happen that the said Jesse Eichelberger shall be convicted, at the suit of the said Joshua Scholefield, William Redfern, and John Taylor, then the said Nicholas G. Ridgely consents that as well the debt aforesaid as all such damages, costs, and charges aforesaid, as shall be adjudged unto the said Joshua Scholefield, William Redfern, and John Taylor, in this behalf, shall be made of his body, lands, and chattels, and levied to the use of the said Joshua Scholefield, William Redfern, and John Taylor, if it shall happen that the said Jesse Eichelberger shall not pay the said damages, costs, and charges, or render himself to the prison and custody of the marshal of the district aforesaid, on that occasion.

And thereupon, on motion of the said Joshua Scholefield, William Redfern, and John Taylor, by their attorneys aforesaid, it is ruled by the court here that the said Jesse Eichelberger answer to the declaration aforesaid of the said Joshua Scholefield, William Redfern, and John Taylor, in the plea aforesaid, or judgment by the court here will be entered against him, in default thereof. And the said Jesse Eichelberger, by Lewis Eichelberger, his attorney, defends the force and injury when, &c., and prays leave of the court here to imparle until the first day of May next, and then to answer to the declaration aforesaid of the said Joshua Scholefield, William Redfern, and John Taylor, in the plea aforesaid, and to him it is granted:

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the same day is given to the aforesaid Joshua Scholefield, William Redfern, and John Taylor.

At which said first day of May, in the year of our Lord one thousand eight hundred and twenty, to which said day the said Jesse Eichelberger had leave to imparle, and then to answer to the declaration aforesaid of the said Joshua Scholefield, William Redfern, and John Taylor, in the plea aforesaid, come again into the circuit court here, as well the said Joshua Scholefield, William Redfern, and John Taylor, by their attorneys aforesaid, as the said Jesse Eichelberger, by his attorney aforesaid.

And the said Jesse Eichelberger, by his attorney as aforesaid, as before, defends the force and injury when, &c., and saith, that the said Jesse and John, in the lifetime of the said John, did not assume upon themselves in manner and form as the aforesaid Joshua Scholefield, William Redfern, and John Taylor, above against them have complained; and the said Jesse saith, that since the death of the said John he did not assume upon himself in manner and form as the aforesaid Joshua Scholefield, William Redfern, and John Taylor, above against him have complained; and of this he puts himself upon the country: and the said Joshua Scholefield, William Redfern, and John Taylor, in like manner, &c. Therefore, let a jury thereon appear before the court here, on the seventh day of November next, by whom, &c., and who neither, &c., to recognize, &c., because as well, &c.; the same day is given to the said parties then and there, &c.

And the parties aforesaid, by their attorneys aforesaid, pray the court here that commission may issue to the kingdom of Great Britain to examine evidences in this cause, and that the depositions returned with the said commission may be read in evidence at the trial hereof; and it is granted them. Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attorneys aforesaid, and by order of the court here thereon, is further continued until the seventh day of November next.

At which said seventh day of November, in the year of our Lord one thousand eight hundred and twenty, come again into the circuit court here as well the said Joshua Scholefield, William Redfern, and John Taylor, by their attorneys aforesaid, as the said Jesse Eichelberger, by his attorney aforesaid. Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attorneys, and by order of the court here thereon, is further continued until the first day of May next.

At which said first day of May, in the year of our Lord one thousand eight hundred and twenty-one, come again into the circuit court here, as well the said Joshua Scholefield, William Redfern, and John Taylor, by their attorneys aforesaid, as the said Jesse Eichelberger, by his attorney aforesaid. Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attorneys aforesaid, and by order of the court here thereon, is further continued until the seventh day of November next.

At which said seventh day of November, in the year of our Lord one thousand eight hundred and twenty-one, come again into the circuit court here as well the said Joshua Scholefield, William Redfern, and John Taylor, by their attorneys, as the said Jesse Eichelberger, by his attorney aforesaid. Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attorneys aforesaid,

and by order of the court here thereon, is further continued until the first day of May next.

At which said first day of May, in the year of our Lord one thousand eight hundred and twenty-two, come again into the circuit court here as well the said Joshua Scholefield, William Redfern, and John Taylor, by their attorneys aforesaid, as the said Jesse Eichelberger, by his attorney aforesaid. Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attorneys aforesaid, and by order of the court here thereon, is further continued until the seventh day of November next.

At which said seventh day of November, in the year of our Lord one thousand eight hundred and twenty-two, come again into the circuit court here as well the said Joshua Scholefield, William Redfern, and John Taylor, by their attorneys aforesaid, as the said Jesse Eichelberger, by his attorney aforesaid. Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attorneys aforesaid, and by order of the court here thereon, is further continued until the first day of May next.

At which said first day of May, in the year of our Lord one thousand eight hundred and twenty-three, come again into the circuit court here as well the said Joshua Scholefield, William Redfern, and John Taylor, by their attorneys aforesaid, as the said Jesse Eichelberger, by his attorney aforesaid. Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attorneys, and by order of the court here thereon, is further continued until the seventh day of November next.

At which said seventh day of November, in the year of our Lord one thousand eight hundred and twenty-three, come again into the circuit court here as well the said Joshua Scholefield, William Redfern, and John Taylor, by their attorneys aforesaid, as the said Jesse Eichelberger, by his attorney aforesaid. Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attorneys aforesaid, and by order of the court here thereon, is further continued until the first day of May next.

At which said first day of May, in the year of our Lord one thousand eight hundred and twenty-four, come again into the circuit court here as well the said Joshua Scholefield, William Redfern, and John Taylor, by their attorneys aforesaid, as the said Jesse Eichelberger, by Lewis Eichelberger, Reverdy Johnson, and Richard B. Magruder, his attorneys. Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attorneys aforesaid, and by order of the court here thereon, is further continued until the eighth day of December next.

At which said eighth day of December, in the year of our Lord one thousand eight hundred and twenty-four, come again into the circuit court here as well the said Joshua Scholefield, William Redfern, and John Taylor, by Samuel I. Donaldson, their attorney, as the said Jesse Eichelberger, by his attorneys aforesaid.

And the said Joshua Scholefield, William Redfern, and John Taylor, by their attorney aforesaid, pray leave of the court here, according to the form of the act of Congress in such case made and provided, to amend his decla-

ration aforesaid, and to declare anew against the said Jesse Eichelberger; and it is granted them.

Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attorneys aforesaid, and by order of the court here thereon, is further continued until the eighth day of May next.

At which said eighth day of May, in the year of our Lord one thousand eight hundred and twenty-five, come again into the circuit court here, as well the said Joshua Scholefield, William Redfern, and John Taylor, by their attorney aforesaid, as the said Jesse Eichelberger, by his attorneys aforesaid. Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attorneys aforesaid, and by order of the court here thereon, is further continued until the eighth day of December next.

At which said eighth day of December, in the year of our Lord one thousand eight hundred and twenty-five, come again into the circuit court here, as well the said Joshua Scholefield, William Redfern, and John Taylor, by their attorney aforesaid, as the said Jesse Eichelberger, by his attorneys aforesaid. Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attorneys aforesaid, and by order of the court here thereon, is further continued until the eighth day of May next.

At which said eighth day of May, in the year of our Lord one thousand eight hundred and twenty-six, come again into the circuit court here, as well the said Joshua Scholefield, William Redfern, and John Taylor, by their attorney aforesaid, as the said Jesse Eichelberger, by his attorneys aforesaid. Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attorneys aforesaid, and by order of the court here thereon, is further continued until the eighth day of December next.

At which said eighth day of December, in the year of our Lord one thousand eight hundred and twenty-six, come again into the circuit court here, the said Joshua Scholefield and John Taylor, by their attorney aforesaid, as the said Jesse Eichelberger, by his attorneys aforesaid; and the said William Redfern cometh not. And hereupon, the said Joshua Scholefield and John Taylor, by their said attorney, suggest to the court here that the said William Redfern, one of the parties, plaintiff in the plea aforesaid, hath departed this life, and whom the said Joshua Scholefield and John Taylor have survived; which the said Jesse Eichelberger doth not deny, &c. Whereupon, for trying the issue aforesaid, it is ordered by the court here that twenty persons from the panel of petit jurors returned to the court here by the marshal of the Maryland district, be drawn by ballot; and thereupon, the twenty persons being so drawn by ballot, and written upon two lists, one of which said lists is delivered to the counsel for the respective parties; and the counsel for each of the said parties having stricken out four persons from the said lists, the remaining twelve persons being called, come, to wit: Robert Purviance, Thomas Gilpin, George Hayne, William P. Stewart, John Forwood, Robert R. Richardson, William Winchester, Jason Moore, John B. Pearce, John Fuller, Nathaniel Hoskinson, John Bacon; who being empannelled and sworn to say the truth in the premises, upon their oath do say, that the said Jesse and John (in the lifetime of the said John,) did not undertake and promise, nor did the said Jesse (since the death of the said John,)

undertake and promise, in manner and form as the said Joshua Scholefield, William Redfern, and John Taylor, within against him have complained. Therefore, it is considered by the court here that the said Joshua Scholefield and John Taylor take nothing by their writ and declaration aforesaid, but that they be in mercy, &c., for their false clamor; and that the said Jesse go thereof without day, &c. And it is also considered by the court here that the said Jesse Eichelberger recover against the said Joshua Scholefield and John Taylor, surviving partners of the said William Redfern, the sum of by the court here unto him, the said Jesse Eichelberger, on his assent adjudged, for his costs and charges by him about his defence in this behalf laid out and expended, and that he have thereof his execution against the aforesaid Joshua Scholefield and John Taylor, surviving partners of the said William Redfern, and so forth.

Memorandum.—Before the jurors aforesaid withdrew from the bar of the court here, the said Joshua Scholefield and John Taylor, surviving partners of the said William Redfern, by their attorneys aforesaid, tendered to the court here the following bill of exceptions, which was by the court here signed and sealed; and which said bill of exceptions is in form following, to wit:

Joshua Scholefield and John Taylor, surviving partners of Wm. Redfern, versus Jesse Eichelberger, surviving partner of John Clemm.

The plaintiffs, to support the issue on their part, produced and read in evidence to the jury the following accounts, Nos. 1 and 2.

No. 1.

DR. *Messrs. Eichelberger & Clemm, in account with Scholefield, Redfern, & Co.* CR.

1816.			1816.		
Jan'y 1	To balance rendered,	4,808 1 3	Oct. 5	Bill, 60 days,	513 13 8
	To goods, 25 May, 1815,	54 14 7		Interest, 2 months 15 days,	5 6 10
	To postages,	6 7		Balance,	4,345 3 1
	Expenses Bellona's removal,	1 2 0			
		4,684 4 5			4,864 4 5
1817.			1817.		
Jan'y 1	To balance,	4,345 3 11	Aug. 4	Cash, $5,000, at 2½,	1,097 11 3
	To 12 months' interest,	217 5 2	Oct. 4	Do. $5,000, "	1,097 11 3
				Interest, 4 months 26 days, on 4 August,	18 15 2
				Do. 2 " 4 October,	11 5 7
				By balance,	2,337 5 10
		4,562 9 1			4,562 9 1
1818.					
Jan'y 1	To balance cash,	2,337 5 10			

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DR. *Messrs. Eichelberger & Clemm, in account with Scholefield, Redfern, & Co.* CR.

1813.			Mos.	Days.		1814.			Mos.	Days.	
July 20	To goods, - -	2,832 9 7	5	0	59 2 0	June 24	By bill, 60 days, -	1,429 7 11			
	To postages, - -	2 15 3				July 25	By do. do. -	500 0 0			
	To interest, - -	59 2 0				Aug. 15	By do. do. -	1,000 0 0			
	To balance forward, -	35 1 1					By balance of interest, -	- -		-	59 2 0
		2,929 7 11			59 2 0			2,929 7 11			59 2 0
1814.											
Aug. 20	To goods, - -	1,450 18 0				Oct'r 17	By balance cash, -	35 1 1			
							By 8 mo. interest on do.,	1 3 4			
						1815.					
							By dis. 7½ pr.ct. on 35 1 1,	2 12 6			
						May 15	By bill, st., - -	900 0 0			
							By 5 ds. interest on do.,	14 9			
							By balance, - -	511 6 4			
		1,450 18 0						1,450 18 0			
	To balance cash in England, 20 May, 1815, -	511 6 4	7	11	15 13 6		By interest goods not due,	7 6			
Mar. 10	To goods, 10 May, 1815, -	4,208 15 3	0	21	12 12 0	Dec'r 31	By balance cash, -	4,808 1 3			
May 15	To do. 15 Feb. 1816, -	60 11 8					By balance of interest, -	- -		-	27 15 6
Dec. 31	To interest, - -	27 15 6									
		4,808 8 9			27 15 6			4,808 8 9			27 15 6

1816.							1816.					
Jan'y 1	To bal. cash in England,	4,808 1 3	12 0	240 8 0	July 1	By bill, 2 months, -	513 13 8	6 0	12 16 10			
	To goods, 25 May, 1815,	54 14 7	13 0	2 19 4	Dec'r 31	By balance, -	4,581 1 3	-	230 10 6			
	To postages, - -	6 7										
	To removed from Bellona,	1 2 0										
	To balance of interest, -	230 10 6										
		5,094 14 11		243 7 4			5,094 14 11		243 7 4			
1817.					1817.							
January	To bal. cash in England,	4,581 1 3	12 0	229 1 0	August 1	By note, 1 Ap. 4 mo. $5000	1,125 00 0	5 0	23 8 9			
	To exchange 2½ per cent. averaged 4 months, -	56 5 0	4 0	18 9	Oct'r 1	By do. do. 6 mo. 5000	1,125 00 0	3 0	14 1 3			
Dec. 31	To interest, - -	192 9 9			Dec'r 31	By balance, - -	2,579 16 0	-	192 9 9			
		4,829 14 0		229 19 9			4,829 16 0		229 19 9			
1818.												
Jan'y 1	To bal. cash in England,	2,579 16 0										

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No. 2.

Dr. *Messrs. Eichelberger & Clemm in account with Scholefield, Redfern, & Co.* Cr.

1818.			Mos.	Days.		1818.			Mos.	Days.	
Jan'y 1	To bal. cash in England,	2,619 9 11				Dec'r 31	By bal. cash in England,	2,750 9 5			
Dec. 31	To 1 year's interest on do.	130 19 6									
		2,750 9 5						2,750 9 5			
1819.						1819.					
Jan'y 1	To bal. cash in England,	2,750 9 5	6	0	68 15 8	Feb'y 14	By bill, cash, sixty days, 18 April, $8000, -	1,800 00 0	2	12	18 00 0
	To interest to 1 July, -	50 15 3					By balance 1 July, -	1,001 4 8			50 15 3
		2,801 4 8			68 15 3			2,801 4 8			68 15 3
July 1	To bal. cash in England,	1,001 4 8									

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S. R. & Co.

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Having first proved, by a competent witness, that said accounts were given him, the witness, by the plaintiffs, with directions to present them to the defendant for settlement; and having also further proved that he presented said accounts to the defendant in this cause, some time in the year 1819, and that the defendant then made no objection to the account, as stated, and acknowledged the balance appearing to be due by the said account, No. 2, to be due, and promised to pay the same. The same witness further proved, that the firm of which the defendant is surviving partner, was composed of the defendant and a certain John Clemm, and that the said Clemm died in September, 1814; and also proved, that Scholefield, Redfern, and Taylor, in the said accounts mentioned, are the plaintiffs in this cause, and that the said Redfern's death was suggested, as appears by the proceedings in this cause. and not traversed; and it is generally reported and understood that Redfern is dead, and that he died in England, about three years ago. That the witness has been a regular correspondent of the house for twelve years past, and he has understood the death of Redfern from that correspondence. And also offered in evidence, that Eichelberger and Clemm, also in said accounts mentioned, are the same Eichelberger and Clemm before mentioned. The witness further proved, that the plaintiffs are now British subjects, and merchants, and have been such from the year 1807 to the present time; and he believes were always British subjects, and have always resided in England.

Whereupon the defendant, after the plaintiffs had given the evidence stated in the defendant's exception, and which is to be considered as forming a part of this exception, to support the issue on his part, offered in evidence to the jury the following letters, directed by the late firms of Eichelberger & Clemm, and J. & W. Eichelberger, to the plaintiffs, produced by the plaintiffs under a notice served on them by the defendant; numbered 1, 2, 3, 4, 5.

No. 1.

BALTIMORE, *2d February*, 1813.
Received 17*th June.*

Messrs. SCHOLEFIELD, REDFERN, & Co.

Gentlemen: Our last respects were under date of the 19th December; we have since been favored with your esteemed letter of the 22d October. The accounts which will be received in England by this conveyance, (the Pacific,) will no doubt minutely detail the preparation of our government for a continuance of the war; and it is, therefore, we presume, unnecessary for us to state them. You will learn that every thing here indicates a determination to maintain the hostile attitude assumed, and to pursue the contest with increased vigor. As such a conviction may reduce the prices of your manufactures considerably, we have prepared an order (which is hereto annexed,) for some articles which *are* only *to be purchased* in the event of such a reduction. You will perceive that the investment of our money in this way is an uncertain speculation, whatever may be the reduction of prices, for we can form no opinion as to the time when they can be imported into this country; and you will therefore insure the goods, when bought, against fires. So soon as we are favored with the invoice, we will transmit a bill of exchange for the amount. This you may calculate on with certainty.

Messrs. Grundy & Sons, of this city, imported last fall from Birmingham a large assortment of plated and common saddlery; the prices of some of the articles of the latter we beg leave to state, with this remark, that they were of excellent quality; viz:

Common 2 barred, tinned stirrups,	-	6*s.* 6*d.* per dozen.
Bitts, do. do.	- -	7*s.* 6*d.* do.
Sharp bitts, - -	- -	6*s.* 6*d.* do.
Best do. - -	- -	7*s.* 3*d.* do.

Those articles are now manufactured here, and little, if any thing, will be made on them, unless they are bought low. We entertain not the smallest doubt that the goods we order from your house will always be invoiced at the lowest prices; and in this confidence, it is our intention to import from you hereafter the greatest part, perhaps indeed the whole of our Birmingham goods; and we have great satisfaction in assuring you, that it will be in our power to pay for what we may order, on their arrival.

We have only to repeat our sense of the obligation already conferred; and that we are, with great respect, gentlemen, your obedient servants,

EICHELBERGER & CLEMM.

50 dozen men's common tinned stirrups, solid bottoms, lowest price.
300 do. do. do. do. 2 barred, lowest price.
50 do. do. best do. 2 barred.
20 do. do. York eyed do. do.
150 groce flat setts, tinned, No. 5.
200 do. do. No. 6.
20 do. do. ea. No. 3 and 4.
350 do. steel heads and throats, $\frac{7}{8}$ inch.
100 do. inlet buckles, 1 inch.
150 do. do. $1\frac{1}{4}$ inch.
50 do. do. each $1\frac{1}{2}$ and $1\frac{5}{8}$.
50 do. polished roller buckles, $\frac{3}{8}$ inch.
30 do. do. do. 1
150 do. do. do. $1\frac{1}{4}$
50 do. do. do. $1\frac{1}{2}$
20 do. do. do. $1\frac{3}{8}$
100 dozen women's tinned D bottomed stirrups, } assorted, of the lowest
150 do. do. swivel do. } prices.
10 do. do. solid bottomed do.
150 do. straight tinned sharp bitts, assorted, long and round loops.
50 do. S bent do.
150 do. pipe end snaffles, assorted, principally lowest price.
120 do. spoon end do. do.
20 do. tinned Portsmouth bitts.
10 do. do. Pelham do.
250 do. cast butt hinges, ea. $1\frac{3}{4}$, 2, $2\frac{1}{4}$, $2\frac{3}{4}$, $3\frac{1}{4}$, $3\frac{1}{2}$, inch.
400 do. do. do. ea. $2\frac{1}{2}$ and 3 inch.
50 do. do. do. " $1\frac{1}{4}$ and 4 inch.
30 do. do. do. " $4\frac{1}{2}$ and 5 inch.
10 do. do. do. " 1 and $1\frac{1}{2}$ inch.
50 do. do. pressed table hinges, ea. $1\frac{1}{8}$, 1, and $1\frac{5}{8}$ inch.
100 do. do. do. ea. $1\frac{1}{4}$, $1\frac{1}{2}$, $1\frac{3}{8}$, inch.
20 do. cast Parliament hinges, ea. 2, $2\frac{1}{4}$, $2\frac{1}{2}$, $2\frac{3}{4}$, and 3 inc
10 do. wrought do. 5 and 6 inch.

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20 dozen black shackle padlocks, each pr. 00, 0, 1, 2, 3, 4.
30 do. fine bright do. " 0, 00, 1, 2, 3, 4, 5.
30 do. black shackle, double bolted do. ea. 1, 2, 0, 3.
60 do. bright do. double do. 0, 1, 2, 3.
25 do. do. double do. 4, 5, 6.
4 do. fancy bitted patent padlocks, 22*s.* a 28*s.*
250 do. portmanteau padlocks, assorted, principally lowest price.
25 do. bag locks, each 2*s.*, 2*s.* 6*d.*, 3*s.*, 3*s.* 3*d.*, 3*s.* 6*d.* These are the old prices.
20 do. do. 3*s.* 9*d.*, 4*s.* do.
25 do. do. 6*s.* do.
15 do. do. 7*s.*, 8*s.* do.
35 do. do. secret, assorted, 7*s.*, 8*s.* do.
100 do. steel spring bag locks, assorted, 4*s.*, 5*s.* do.
25 do. do. do. fluted, 5*s.*, 6*s.*
150 do. 2¼ in. till locks, each 3 and 4 keys, 2*s.* 6*d.*
150 do. 2½ in. 4 keyed till locks,
100 do. 2¾ in. 4 do. do.
200 do. 2½ in. 3 do. do. } Assorted, of plain and 1 wheel, principally plain; say ⅔ plain.
150 do. 2¾ in. 3 do. do.
150 do. 2½ in. 12 do. do.
100 do. 2¾ in. 12 do. do.
100 do. chest locks, each 2¼, 2½, 2¾, } plain.
50 do. do. " 3, 3¼, 3½, }
50 do. do. " 3, 3¼, 3½, 3¾, 1 wheel.
60 do. straight cupboard locks, each 2½, 2¾, plain.
40 do. do. do. do. " 3, 3¼, do.
25 do. do. do. do. " 3¼, 3½, 3¾, 4, 1 wheel.
10 do. do. do. do. " 3½, 3¾, 4 in. fancy bitts.
150 do. S bitted trunk locks, each 2½, 3, 3¾, } assorted.
100 do. S do. do. " 4, 4½, 5, }
100 do. " best quality brass and copper wards, assorted sizes.
1000 lbs. knitting pins, assorted.
500 groce dotta. awl blades, com.
150 do. C. steel polish do.
100 do. assorted, large.
50 do. Liverpool blades.
25 do. pegging awl do.
150 do. blued awl blades.
250 dozen brass bag-fasteners.
200 groce wood-screws, each ½, ⅝, ¾, inch.
400 do. do. ¾ and 1 inch.
200 do. do. 1 inch stout.
250 do. do. 1¼.
100 do. do. each 1½ 1¾.
30 do. do. 2 inch.
50 japanned coffin screws.
30 bright do. do.

No. 2.

BALTIMORE *April 13th*, 1813.
Received 25th May.

Messrs. SCHOLEFIELD, REDFERN, & Co.

Gentlemen: We had this pleasure on the 2d February, and are since without any of your esteemed favors. The present serves merely to hand the annexed order for a few packages which we wish to have assorted precisely as specified: they are intended to be sold by the package, and you will have the goodness to bear this in remembrance. We are aware that you will have some additional trouble in assorted casks in this way, if not allowed a longer time than usual; and we therefore forward the order at this time, notwithstanding the discouraging prospects of the times. We shall be glad to receive the invoice as soon as convenient, and trust the goods will be in readiness for the first American vessel which may sail for this port, after the intercourse is again renewed.

We shall only add, that we are, respectfully, gentlemen, your obedient servants,

EICHELBERGER & CLEMM.

(The order stricken out by the counsel for the parties.)

P. S. We wish the saddlery in the above to be taken out of our order of the 2d February last. The balance of that order we will thank you to send in well assorted casks, such as are ordered for the market.

E. & C.

(The name of the market cut out of the original.)

No. 3.

BALTIMORE, *June 18th*, 1814.
Received 14th August.

Messrs. SCHOLEFIELD, REDFERN, & Co.

Gentlemen: On the 5th ultimo we had the pleasure of acknowledging the receipt of your esteemed favor of the 1st December, to which was annexed a copy of yours of the 3d November, enclosing a duplicate invoice of sundry goods purchased on our account; the original has never been received. We then forwarded two bills of exchange on London, amounting to £1,429 7*s.* 11*d.* sterling. On the 6th instant we forwarded Nathan Levering's bill on Cropper, Benson, & Co., of Liverpool, for five hundred pounds, and we have now the pleasure to hand, herewith, Robert Gilmer & Son's bill on Baring, Brothers, & Co., London, for one thousand pounds, which you will please place to our credit. We trust the remainder of our order of the 2d February and 13th April, 1813, has been executed on as favorable terms as the part included in your invoice above mentioned. We enclose an additional order for such goods as we shall want when the present lamented state of our political relations with your country shall cease; and we rely on your best exertions, as heretofore, for our interest. You may depend on a remittance for the amount at or before the time of shipment. We can confidently assure you that we shall be able, hereafter, to pay for much the greater part of our importations in advance; and having derived great satisfaction from our correspondence with your predecessors, and your good selves, it is our intention, with your permission, to confide our orders for Birmingham manufactures principally to your house. A very confident expectation prevails here at present, that peace between this country and

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Great Britain will be re-established before the first of January next. Should this desirable event take place, we shall calculate on receiving those goods amongst the first that arrive, under full insurance against sea risk.

We will soon again have the pleasure of addressing you; and in the mean time remain, with much respect, gentlemen, your obedient servants,

EICHELBERGER & CLEMM.

N. B. A large proportion of the articles contained in the enclosed order are selected from your patterns, now here, as you will perceive.

(*Duplicate.*)

BALTIMORE, *June 6th*, 1814.

Messrs. SCHOLEFIELD, REDFERN, & Co.

Gentlemen: Confirming our last respects, a copy of which is annexed, we have now the pleasure to hand, herewith, Nathan Levering's bill of exchange on Cropper, Benson, & Co., of Liverpool, at sixty days' sight, for five hundred pounds sterling, which please place to our credit. By an early opportunity we propose to make a further remittance.

Respectfully, we are,

Gentlemen, your obedient servants,

EICHELBERGER & CLEMM.

No. 4.

BALTIMORE, *February 22d*, 1815.

Received May 5.

Messrs. SCHOLEFIELD, REDFERN, & Co.

Gentlemen: We have sincere pleasure in advising you of the ratification, by the President and Senate, of the treaty of peace, which was signed at Ghent by the British and American commissioners, on the 24th December last. Permit us to congratulate you on the prospect of an immediate revival of those friendly and commercial relations between our respective countries, so desirable to both—looking forward to a long continuance of them. We derive much pleasure from the anticipation of an uninterrupted correspondence with your house. The principal object of this letter is, to confirm our former orders, and to assure you that immediate arrangements will be made to remit largely on account of them, with a full reliance that they have been executed on the most favorable terms, and with the largest discount.

We shall only add, that it is our intention to address you again in a few days, and that we are, respectfully, gentlemen, your obedient servants,

EICHELBERGER & CLEMM.

P. S. Your esteemed favor of the 15th August, confirming our belief that our order of the 18th June (with the curtailments of the 29th of the same month,) was executed on terms as favorable as those of our preceding orders, and before any rise could have occurred. We trust our order of the 22d February, 1813, was fully executed in the saddlery, particularly in the heads and throats, and common 2 barred stirrups, and the till and other locks. We have for some time been looking for an invoice of them.

Your favor of the 15th August, above mentioned, is the last received from you.

E & C.

Be pleased to send us the following articles, if to be obtained in time for the spring ships:

10 dozen polished steel bitts, bradoons and curbs, with rollers; best qualities and neatest patterns. We depend on your own taste for the selections. If not of the neatest patterns, they will be unsaleable.
10 dozen best polished steel snaffles, assorted, of various neat patterns.
18 dozen best polished steel stirrups, of the neatest and most fashionable patterns; bellied.
60 dozen best polished steel 8 inch double curb chains: the whole put up in the most careful manner.

No. 5.

BALTIMORE, *May 20th*, 1816.
Received 6th September.

Messrs. SCHOLEFIELD, REDFERN, & Co.

Gentlemen: When last we had to see Mr. Lyman, we purposed to address you by a vessel which was to sail from this port for Liverpool a few days after his departure, but a severe attack of the inflammatory rheumatism prevented the writer of this from addressing you by that conveyance, and one or two others which succeeded it; his indisposition, on that account, has been a source of additional distress to him.

Mr. L. has no doubt informed you that we intended to direct Messrs. Brown's, of Liverpool, to dispose of our United States' stock as soon as 90 per cent. can be obtained for it, and to make you a payment on our account. We shall write to them this day to that effect. This arrangement will occasion a considerable loss, but we are anxious to make you a payment. If this, however, were the only loss, we should not complain; the greater part of your goods are, we are sorry to say, still on hand, in consequence of their not arriving last spring, but in a season when our market was, as it still remains, overstocked with every species of hardware and cutlery, and much of it invoiced considerably lower than our own.

If your goods had arrived, as we expected they would, last spring, the sales would have been immediate and profitable; besides affording us the advantage of purchasing exchange much lower than it can now be procured. So unfortunate, indeed, have we been in every respect, in consequence of not receiving our goods by an early spring vessel, that we would now willingly dispose of our stock at cost and charges, and be content to lose the interest. Should you be disposed to receive the goods which were forwarded by your house, and which remain in our hands, in packages, on those terms, we shall be glad to deliver them to Mr. Lyman.

Under all the circumstances of our peculiarly hard case, we shall at least calculate that your shipment will be considered as made for the season in which they arrived, and that you will be satisfied to receive the interest on the balance that may so remain due, until a full remittance can be made on terms less disadvantageous than at present.

Respectfully, we are, gentlemen, your obedient servants,
J. & W. EICHELBERGER.

And also offered in evidence to the jury the following invoices of goods received by said Eichelberger & Clemm from the plaintiffs, marked No. 8 & 9.

No. 8.

BIRMINGHAM, *August 20th*, 1814.

Invoice of sundry merchandises bought by Scholefield, Redfern, & Co., on account and risk of Messrs. Eichelberger & Clemm, of Baltimore, marked and numbered as follows, and consigned to care of Messrs. Hughes & Duncan, Liverpool.

E. & C.

C. 5.

6 par. 1 rest loose.	75 dozen plain port. padlocks, - - - - -	4*s.*	15 00 0	
5 " 2	39 do. do. iron 3 key till locks, - - - -	2¼ in. 2*s.* 5*d.*	4 14 3	
5 " 3 rest loose.	50 do. do. 4 do. do. - - - -	2¼ in. 2*s.* 6*d.*	6 5 0	
	14 do. do. do. do. - - - -	2½ in. 3*s.*	2 2 0	
4 " 4	25 do. 1 wheel do. do. - - - -	2½ in. 3*s.* 6*d.*	4 7 6	
5 " 5	30 do. plain do. do. - - - -	2¾ in. 3*s.* 6*d.*	5 5 0	
3 " 6	18 do. 1 wheel do. do. - - - -	2¾ in. 4*s.*	3 12 0	
11 " 7	75 do. plain iron 3 key till locks, - - - -	2½ in. 2*s.* 11*d.*	10 18 9	
7 " 8	50 do. do. do. do. - - - -	2¾ in. 3*s.* 4*d.*	8 6 8	
8 " 9 rest loose.	50 do. do. 12 key do. - - - -	2½ in. 4*s.*	10 00 0	
4 " 10	24 do. 1 wheel do. - - - -	2½ in. 4*s.* 6*d.*	5 8 0	
4 " 11	24 do. plain do. do. - - - -	2¾ in. 4*s.* 9*d.*	5 14 0	
3 " 12	16 do. 1 wheel do. do. - - - -	2¾ in. 5*s.* 6*d.*	4 8 0	
	12 do. do. wrought iron fancy bitted trunk locks, -	2½ in. 4*s.* 6*d.*	2 14 0	
	3 do. do. do. do. do. -	3 in. 4*s.* 6*d.*	13 6	
	Cask, 20*s.* 9*d.*: freight to Liverpool, weight, 9*cwt.* 0*qrs.* 12*lb.*, 20*s.* 6*d.*, -		2 1 3	
				91 9 11

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3 pars.	1	19 dozen	$2\frac{3}{4}$ inches plain bright chest locks, - - - -	4*s.* 3*d.*	4	0	9
5 "	2	32 do.	3 inches do. do. - - - -	4*s.* 6*d.*	7	4	0
11 "	3	25 do.	each, $3\frac{1}{4}$ inches 5*s.*, $3\frac{1}{2}$ inches 5*s.* 6*d.*, - - -	-	13	2	6
2 "	4	10 do.	$3\frac{3}{4}$ inches plain bright chest locks, - - - -	6*s.* 3*d.*	3	2	6
8 "	5	25 do.	each, 3 inches 5*s.*, $3\frac{1}{4}$ inches 5*s.* 6*d.*; 1 wheel, - -	-	13	2	6
5 "	6	25 do.	$3\frac{1}{2}$ inches plain bright chest locks, - - - -	6*s.*	7	10	0
3 "	7	11 do.	$3\frac{3}{4}$ inches do. do. - - - -	6*s.* 9*d.*	3	14	3
	8	4 do.	$3\frac{3}{4}$ inches do. do. best keys, - -	7*s.* 3*d.*	1	9	0
5 "	9	30 do.	plain bright st. cupboard locks, $2\frac{3}{4}$ inches, - - -	4*s.* 3*d.*	6	7	6
7 "	10	20 do.	do. do. each, 3 inches 4*s.* 6*d.*, $3\frac{1}{4}$ inches 5*s.*,		9	10	0
2 "	11	5 do.	4 inches, 1 wheel, fancy bitted best keys, - - -	9*s.* 3*d.*	2	6	3
rest loose.							
		17 do.	1 wheel wrought iron fancy bitted trunk locks, 3 inches, -	4*s.* 6*d.*	3	16	6
		3 do.	do. do. $3\frac{1}{2}$ inches, -	5*s.* 3*d.*		15	9
	13	30 groce	$\frac{1}{2}$ inch wood screws, No. 7, - - - -	9*d.*	1	2	6
		24 do.	do. do. No. 8, - - - -	10*d.*	1	00	0
	14	11 do.	$\frac{5}{8}$ inch do. No. 7, - - - -	10*d.*		9	2
		19 do.	do. do. No. 8, - - - -	11*d.*		17	5
		24 do.	do. do. No. 9, - - - -	$12\frac{1}{2}$*d.*	1	5	0
4 "	15	11 do.	$\frac{3}{4}$ inch do. No. 8, - - - -	$12\frac{1}{2}$*d.*		11	$5\frac{1}{2}$
		37 do.	do. do. No. 9, - - - -	$11\frac{1}{2}$*d.*	2	1	$7\frac{1}{2}$
		54 do.	do. do. No. 10, - - - -	1*s.* $2\frac{1}{2}$*d.*	3	5	3
2 "	16	24 do.	$\frac{7}{8}$ inch do. No. 9, - - - -	1*s.* $2\frac{1}{2}$*d.*	1	9	0
		26 do.	do. do. No. 10, - - - -	1*s.* 4*d.*	1	14	8
2 "	17	24 do.	1 inch do. each, No. 7, 1*s.* $1\frac{1}{2}$*d.*, No. 8, 1*s.* $2\frac{1}{2}$*d.*,	-	2	16	0
		21 do.	do. do. No. 9, - - - -	1*s.* $3\frac{1}{2}$*d.*	1	7	$1\frac{1}{2}$

		16	do.	do.	do.	No. 10,	-	-	-	-	1s.	5d.	1	2	8
		25	do.	do.	do.	No. 11,	-	-	-	-	1s.	6d.	1	17	6
	18	40	do.	do.	do.	No. 12,	-	-	-	-	1s.	8d.	3	6	8
3	" 19	50	do.	1¼ inch	do.	No. 12,	-	-	-	-	1s.	10d.	4	11	8
		15	do.	do.	do.	No. 13,	-	-	-	-	2s.	1d.	1	11	3
	20	25	do.	1½ inch	do.	No. 13,	-	-	-	-	2s.	3d.	2	16	3
2	" 21	10	do.	1¾ inch	do.	No. 12,	-	-	-	-	2s.	3d.	1	2	6
		5	do.	do.	do.	No. 13,	-	-	-	-	2s.	6d.		12	6
	22	10	do.	do.	do.	No. 14,	-	-	-	-	2s.	9d.	1	7	6
	23	3	do.	2 inches	do.	No. 14,	-	-	-	-	3s.	1d.		9	3
		Cask, 24s. 3d.: freight to Liverpool, weight, 12cwt. 2qrs. 26lbs., 28s. 7½d.,											2	12	10½
															115 11 4

C. 7.

	1	50	groce best wood screws, each, ½ inch 11d., ⅝ inch 12d.,				No. 7,	-				4	15	10
2	" 2	60	do.	do.	do.	¾ inch,		No. 8,	1s.	1½d.		3	7	6
		40	do.	do.	do.	do.		No. 10,	1s.	3½d.		2	11	8
3	" 4	34	do.	do.	do.	1 inch,		No. 8,	1s.	4d.		2	5	4
		42	do.	do.	do.	do.		No. 9,	1s.	5d.		2	19	6
2	" 3	35	do.	do.	do.	⅞ inch,		No. 8,	1s.	3½d.		2	5	2½
		15	do.	do.	do.	do.		No. 10,	1s.	6d.		1	2	6
2	" 5	15	do.	do.	do.	1 inch,		No. 10,	1s.	6½d.		1	3	1½
		59	do.	do.	do.	do.		No. 11,	1s.	8½d.		5	0	9½
2	" 6	30	do.	do.	do.	1¼ inch,		No. 10,	1s.	9d.		2	12	6
		20	do.	do.	do.	do.		No. 11,	1s.	11d.		1	18	4
2	" 7	15	do.	do.	do.	do.		No. 12,	2s.			1	10	0
3	" 8	10	do.	do.	do.	1½ inch, each, No. 11, 2s. 2d.; 12, 2s. 4d.; 13, 2s. 6d.,						3	10	0
		5	do.	do.	do.	1¾ inch,		No. 12,	2s.	6d.			12	6
		15	do.	do.	do.	do.		No. 14,	3s.			2	5	0
		7	do.	do.	do.	2 inches,		No. 14,	3s.	5d.		1	3	11
	9	7	do.	bright coffin screws, each, 1¼ inch, No. 8, 1s. 8d.; and 1½ inch, No. 9, 1s. 11d.,								1	5	1

		13 groce japanned coffin screws, each, 1¼ inch, No. 8, 1*s.* 8*d.*; and 1½ inch, 9, 1*s.* 11*d.*,	2	6	7
		17 dozen 1 wheel wrought iron fancy bitted trunk locks, 3¼ inches, - 5*s.* 3*d.*	4	9	3
8 pars.	10	20 do. do. do. do. 3¾ inches 5*s.* 9*d.*; 4, 6*s.* 3*d.*; 4½, 7*s.*,	19	0	0
3 "	11	16 do. do. do. do. 5 inches, - - - 8*s.*	6	8	0
6 "	12	36 do. 2¼ inches plain 4 key till locks, - - - - 3*s.*	5	8	0
	13	34 do. plain bright chest locks, 2¼ inches, - - - - 3*s.* 6*d.*	5	19	0
	14	8 do. do. do. 2½ inches, - - - - 4*s.*	1	12	0
4 "	15	24 do. do. do. 2¾ inches, - - - - 4*s.* 3*d.*	5	2	0
		½ do. fancy bitted and warded best strong brass barred padlocks, each, 2¾ inches, 21*s.*; 3, 23*s.*; 3½, 25*s.* 6*d.*; 3½, 28*s.*, - - - -	2	8	9
		33 do. plain iron thumb-locks, - - - - - 5*s.* 3*d.*	8	13	3
		6 do. strt. cupboard do. 2¼ inches, - - - - 4*s.*	1	4	0
		Cask, 24*s.* 6*d.*: freight to Liverpool, weight, 11*cwt.* 3*qrs.* 18*lbs.*, 26*s.* 9*d.*, -	2	11	3
					105 10 11
		C. 8.			
9 "	1	59 dozen plain iron trunk locks, - - - - - 5*s.* 3*d.*	15	9	9
		8 do. fluted, - - - - - 7*s.* 6*d.*	3	0	0
	2	11 do. 2¼ inch plain iron 3 key till locks, - - - - 2*s.* 5*d.*	1	6	7
2 "	3	25 do. 2¼ inch, 1 wheel, each, 3 key, 2*s.* 11*d.*; and 4 key, 3*s.*, - -	7	7	11
	4	25 do. 2½ inch, 3 key, - - - - 3*s.* 5*d.*	4	5	5
2 "	5	26 do. 2¾ inches, 3 key, - - - - 3*s.* 10*d.*	4	19	8
	6	10 do. 2¼ inch plain bright chest locks, - - - - 3*s.* 6*d.*	1	15	0
2 "	7	42 do. 2½ inch do. do. - - - - 4*s.*	8	8	0
2 "	8	24 do. 2½ inch st. cupboard locks, - - - - 4*s.*	4	16	0
2 "	9	12 do. 3¼ inch 1 wheel do. - - - - - 5*s.* 6*d.*	3	6	0
4 "	10	12 do. 1 wheel, each, 3½ inches, 6*s.*; 3¾, 6*s.* 9*d.*; 4, 7*s.* 6., - -	12	3	0
	11	5 do. do. each, 3½ inches, 7*s.* 3*d.*; 3¾, 8*s.*; fancy bitted, - -	3	16	3

		8 do. 2½ inch 1 wheel wrought iron S bitted trunk locks, - - 4*s.* 6*d.*	1 16 0		
5	" 12	6 do. each 3, 4, 5 inches, 1 thick copper wheel, S and fancy bitted, brass drop, fine ward trunk locks, - - - - - -	11 14 0		
		5 do. do. do. do. do. each, 3½ inches, 12*s.*; 4½, 14*s.*,	6 10 0		
2	" 13	3 do. each 3, 3½, 4, 4½, 5, inches, 2 thick copper wheels, bright cap, and as the above, - - - - - - -	11 12 6		
		1 do. each, 3 inches, 24*s.*; 3½, 25*s.*; 4, 26*s.*; 4½, 27*s.* 6*d.*; 5, 29*s.*; best screwed bit. cap, 2 thick copper wheels, brass drop trunk locks, - -	6 11 6		
		Cask, 21*s.*: freight to Liverpool, weight, 7*cwt.* 1*qr.* 10*lbs.*, 16*s.* 6*d.*, -	1 17 6		
				110 15 1	
		A. 44.			
4	" 1	42 dozen 2½ inch plain fancy key trunk locks, - - - 2*s.* 4*d.*	4 18 0		
4	" 2	50 do. 3 inch do. do. - - - - 2*s.* 9*d.*	6 17 6		
rest loose.					
3	" 3	25 do. 3½ inch do. do. - - - - 3*s.* 4*d.*	4 3 6		
rest loose.					
3	" 4	25 do. 3¾ inch do. do. - - - - 3*s.* 7*d.*	4 9 7		
rest loose.					
2	" 5	20 do. common bright shackle port. padlocks, - - - 3*s.*	3 0 0		
3	" 6	30 do. do. black do. - - - - 2*s.* 6*d.*	3 15 0		
13	" 7	52 do. wrought iron, tinn'd, sharp bitts, 3, - - - 7*s.*	18 4 0		
		11 do. do. do. 2 barred stirrups, 3, - - - 7*s.* 6*d.*	4 2 6		
		Cask, &c., 22*s.*: freight to Liverpool, weight, 7*cwt.* 3*qrs.* 7⅔*lbs.*, 17*s.* 6*d.*, -	1 19 6		
				51 9 5	
		A. 45.			
8	" 1	10 dozen fine fancy key blk. shackle port. padlocks, each, 00, 3*s.* 4*d.*; 0, 4*s.*; 1, 4*s.* 6*d.*; 2, 5*s.*; 3, 5*s.* 6*d.*, - - - - -	11 3 4		
2	" 2	8 do. do. do. do. do. 4, - - 6*s.*	2 8 0		
	3	12 do. bright shackle do. do. 00, - - 3*s.* 10*d.*	2 6 0		
rest loose.					

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6 pars. 4 rest loose.	15 dozen bright shackle port. padlocks, each, 0, 4*s.* 6*d.*; 1, 5*s.*; 2, 5*s.* 6., -	11 5 0		
11 " 5 rest loose.	15 do. do. do. 3, 6*s.*; 4, 6*s.* 6*d.*; 5, 7*s.*, -	14 12 6		
	10 do. wrought iron, tinned, 2 barred stirrups, 3, - - - 7*s.* 6*d.*	3 15 0		
	Cask, 21*s.*: freight to Liverpool, weight, 8*cwt.* 0*qrs.* 7*lbs.*, 18*s.* 2*d.*, -	1 19 2		
			47 9 0	
	A. 46.			
12 " 1 rest loose.	15 dozen fine fancy key, black shackle, double bolted padlocks, each, 0, 8*s.*; 1, 8*s.* 9*d.*; 2, 9*s.* 6*d.*; 3, 10*s.* 6*d.*, - - - -	27 11 3		
5 " 2	25 do. fine fancy key, bright shackle, 0, - - - - 8*s.* 6*d.*	10 12 6		
6 " 3 rest loose.	30 do. do. do. do. 1, - - - - 9*s.* 3*d.*	13 17 6		
	5 do. wrought iron, tinned, 2 barred stirrups, 3, - - 7*s.* 6*d.*	1 17 6		
	Cask, &c., 20*s.*: freight to Liverpool, weight, 7*cwt.* 2*qrs.* 0*lbs.*, 16*s.* 10*d.*, -	1 16 10		
			55 15 7	
	A. 47.			
13 " 1 rest loose.	30 dozen fine fancy key, bright shackle, double bolted padlocks, each, 2, 10*s.*; 3, 11*s.*,	31 10 0		
3 " 2 1 doz. loose.	13 do. do. do. do. do. 4, 12*s.*	7 16 0		
9 " 3	26 do. do. do. do. do. 5, 13*s.*	16 18 0		
	7 do. wrought iron, tinned, 2 barred stirrups, 3, - - 7*s.* 6*d.*	2 12 6		
	Cask, &c., 21*s.*: freight to Liverpool, weight, 8*cwt.* 1*qr.* 21*lbs.*, 19*s.*, -	2 00 0		
			60 16 6	

A. 48.

	1	8	groce	wrought	polished	roller	buckles, $\frac{5}{8}$ inch,	-	-	-	6*s.*	2 8 0	
rest	loose.												
2	" 2	13	do.	do.	do.		1 inch,	-	-	-	7*s.* 6*d.*	4 17 6	
rest	loose.												
10	" 3	60	do.	do.	do.		$1\frac{1}{4}$ inch,	-	-	-	7*s.* 6*d.*	22 10 0	
4	" 4	17	do.	do.	do.		$1\frac{1}{2}$ inch,	-	-	-	11*s.* 6*d.*	9 15 6	
1 gro.	loose.												
2	" 5	12	do.	do.	do.		$1\frac{3}{8}$ inch,	-	-	-	10*s.*	6 0 0	
rest	loose.												
24	" 6	267	do.	do.	head and throat buckles,			-	-	-	4*s.* 6*d.*	60 1 6	
		20	dozen	wrought iron, tinned, 2 barred stirrups, 3,				-	-	-	7*s.* 6*d.*	7 10 0	
		Cask, &c., 23*s.*: freight to Liverpool, weight, 13*cwt.* 2*qrs.* 7*lbs.*, 30*s.* 6*d.*,										2 13 6	
													115 16 0

A. 49.

		25	dozen	wrought iron, tinned, solid bottom stirrups, 1,				-	-	6*s.* 6*d.*	8 2 6	
		33	do.	do.	do.	2 barred	do. 3,	-	-	7*s.* 6*d.*	12 7 6	
		4	do.	do.	do.	do.	do. 5,	-	-	10*s.*	2 0 0	
		Cask, &c., 16*s.*: freight to Liverpool, weight, 6*cwt.* 3*qrs.* 21*lbs.*, 15*s.* 7*d.*,									1 11 7	
												24 1 7

A. 50.

		59	groce	wrought iron, tinned, flat sets, 5,				-	-	6*s.* 6*d.*	19 3 6	
		10	do.	do.	do.	each, 3, 5*s.*; 4, 6*s.* 6*d.*,		-	-	-	5 15 0	
6	" 1	36	dozen	do.	do.	D bottom stirrups,		-	-	5*s.*	9 0 0	
13	" 2	54	do.	do.	do.	swivel do.	3 barred,	-	-	4*s.*	10 16 0	
		5	do.	do.	do.	2 barred stirrups, 3,		-	-	7*s.* 6*d.*	1 17 6	
		Cask, &c., 22*s.*: freight to Liverpool, weight, 9*cwt.* 2*qrs* 14*lbs.*, 21*s.* 8*d.*,									2 3 8	
												48 15 8

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A. 51.

6 pars. rest loose.	101 groce	wrought iron, flat, tinned sets, 6, - - - -	6*s.* 6*d.*	32 16 6	
	13 dozen	do. tinned, spoon-end snaffles, each, 1, 5*s.*; 2, 5*s.* 6*d.*, -		6 16 6	
	5 do.	do. do. 2 barred stirrups, 3, - -	7*s.* 6*d.*	1 17 6	
	Cask, &c., 18*s.*: freight to Liverpool, weight, 9*cwt.* 3*qrs.* 21*lbs.*, 22*s.* 4*d.*, -			2 0 4	
					43 10 10

A. 52.

6 " 1	36 groce	wrought iron, tinned, inlet sets, 1 inch, - - -	4*s.* 6*d.*	8 2 0	
9 " 2	55 do.	do. do. do. 1¼ inch, - - -	4*s.* 6*d.*	12 7 6	
4 " 3	17 do.	do. do. do. 1½ inch, - - -	6*s.* 9*d.*	5 14 9	
6 " 4	17 do.	do. do. S bent, sharp bits, - - -	8*s.*	6 16 0	
2 " 5	7 dozen	do. pipe end snaffles, each, 1, 4*s.* 6*d.*; 2, 5*s.* 2*d.*,		3 6 6	
7 " 6	18 do.	do. Portsmouth bits, - - - -	9*s.* 6*d.*	8 11 0	
7	4 do.	do. Pelham do. 5, - - - -	9*s.* 6*d.*	1 18 0	
	6 do.	do. 2 barred stirrups, 3, - - - -	7*s.* 6*d.*	2 5 0	
	Cask, &c., 20*s.*: freight to Liverpool, 9*cwt.*, 20*s.* 3*d.*, - - -			2 0 3	

A. 53.

16 dozen	cast butt hinges, each, 1¾ inch, 1*s.* 5*d.*; 2, 1*s.* 9*d.*; 2¼, 2*s.* 2*d.*, -	4 5 4	
16 do.	do. do. 2¾ inch, 3*s.* 2*d.*; 3¼, 4*s.* 4*d.*; 3½, 5*s.* 2*d.*, -	10 2 8	
25 do.	do. do. 2½ inch, 2*s.* 8*d.*; 3, 3*s.* 9*d.*, - - -	8 0 5	
3 do.	do. do. 1¼ inch, 11*d.*; 4, 6*s.* 3*d.*, - - -	1 1 6	
2 do.	do. do. 4½ inch, 8*s.* 6*d.*; 5, 10*s.* 6*d.*, - -	1 18 0	
1 do.	do. do. 1 inch, 9*d.*; 1½, 1*s.* 2*d.*, - - -	1 11	

12½ per cent., - - -	25 9 10 3 3 9		
Cask, 8*s.* 6*d.*: freight to Liverpool, weight, 8*cwt.* 1*qr.* 14*lbs.*, 18*s.* 10*d.*, -	22 6 1 1 7 4		23 13 5
A. 54.			
Contains similar assortments as A. 53, - - - - -		-	23 13 5
A. 55.			
Contains similar assortments as A. 53, - - - - -		-	23 13 5
A. 56.			
Contains similar assortments as A. 53, - - - - -		-	23 13 5
A. 57.			
Contains similar assortments as A. 53, - - - - -		-	23 13 5
A. 58.			
Contains similar assortments as A. 53, - - - - -		-	23 13 5
A. 59.			
Contains similar assortments as A. 53, - - - - -		-	23 13 5

A. 60.

	Contains similar assortments as A. 53, - - - - -	-		23 13 5
	A. 61.			
	200 groce best dotted awl blades, sorted, - - - - 1*s.* 10*d.*	18 6 8		
	85 do. cast steel polished awls, 1, - - - - 4*s.* 3*d.*	18 1 3		
	84 do. do. do. A. 3, - - - - 5*s.*	21 0 0		
	11 do. do. peg awl blades, sorted, - - - - 3*s.* 9*d.*	2 1 3		
	17 do. do. blued awls, 1, - - - - - 3*s.* 6*d.*	2 19 6		
	21 do. do. do. 2 A, - - - - 3*s.* 9*d.*	3 18 9		
	20 dozen wrought iron, tinned, 2 barred, York-eye stirrups, 3, - 9*s.* 6*d.*	9 10 0		
2 pars. 1	10 do. do. 2 barred, bent, woman's stirrups, - - 5*s.*	2 10 0		
3 " 2	26 groce do. inlet sets, $1\frac{3}{8}$ inch, - - - - 6*s.*	7 16 0		
	9 do. do. polished roller buckles, $\frac{5}{8}$ inch, - - 6*s.*	2 14 0		
			88 17 5	
	13 dozen brass bag locks, each, 80366, 2*s.*; 80372, 3*s.* 6., - - -	3 11 6		
	25 do. do. do. " 80368, 2*s.* 9*d.*; 69, 3*s.*; 71, 3*s.* 6., - -	11 11 3		
	10 do. do. do. " 80373, 4*s.*; 74, 4*s.* 3*d.*, - - -	4 2 6		
	13 do. do. do. " 72223, - - - - 6*s.*	3 18 0		
	8 do. do. do. " 72224, 7*s.* 3*d.*; and 24 L, 8*s.*, - -	6 2 0		
	5 do. do. do. " 72232, 6*s.* 3*d.*; 33, 7*s.* 6*d.*, - - -	3 8 9		
		32 14 0		
	8 do. do. do. " 80384, - - - - 7*s.*	2 16 0		
		35 10 0		
	5 per cent., - - -	1 15 6		
			33 14 6	

126 dozen brass bag fastenings, 81381, - - - 2*s.* 6*d.*	15 15 0		
7½ per cent., - - - -	1 3 8		
		14 11 4	
4 do. wrought iron, tinned, 2 barred stirrups, 3, - - 7*s.* 6*d.*	1 10 0		
6 do. do. do. spoon-end snaffles, 2, - - 5*s.* 6*d.*	1 13 0		
Cask, 18*s.*: freight to Liverpool, weight, 8*cwt.* 1*qr.* 0⅔*lb.*, 18*s.* 6*d.*, -	1 16 6		
		4 19 6	
A. 62.			
25 dozen wrought iron table hinges, 1, 1*s.* 9*d.*; 1⅛, 2*s.*; 1⅝, 3*s.* 6*d.*, -	9 1 3		
50 do. do. do. each, 1¼, 2*s.* 3*d.*; 1⅜, 2*s.* 6*d.*; 1½, 3*s.*, -	19 7 6		
	28 8 9		
25 per cent., - - -	7 2 2		
		21 6 7	
5 dozen wrought Parliament hinges, each, 5 inches, 12*s.*; 6, 13*s.*, -	6 5 0		
20 per cent., - - -	1 5 0		
		5 0 0	
100 lbs. knitting pins, each, 2, 9½*d.*; 3, 10*d.*; 4, 10½*d.*, - - -	12 10 0		
200 do. do. " 5, - - - - - 11*d.*	9 3 4		
Cask, 10*s.* 6*d.*: freight to Liverpool, weight, 10*cwt.* 2*qrs.* 14⅔*lbs.*, 24*s.*, -	1 14 6		
		23 7 10	

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Brought forward.

Amount of cask C. 5, - - -			91 9 11
Do. do. " 6, - - -			115 11 4
Do. do. " 7, - - -			105 10 11
Do. do. " 8, - - -			110 15 1
Do. do. A. 44, - - -			51 9 5
Do. do. " 45, - - -			47 9 0
Do. do. " 46, - - -			55 15 7
Do. do. " 47, - - -			60 16 6
Do. do. " 48, - - -			115 16 0
Do. do. " 49, - - -			24 1 7
Do. do. " 50, - - -			48 15 8
Do. do. " 51, - - -			43 10 10
Do. do. " 52, - - -			51 1 0
Do. do. " 53, - - -			23 13 5
Do. do. " 54, - - -			23 13 5
Do. do. " 55, - - -			23 13 5
Do. do. " 56, - - -			23 13 5
Do. do. " 57, - - -			23 13 5
Do. do. " 58, - - -			23 13 5
Do. do. " 59, - - -			23 13 5
Do. do. " 60, - - -			23 13 5
Do. do. " 61, - - -			140 2 9
Do. do. " 62, - - -			49 14 5
Export duty, 1 per cent., - - -			13 0 8
Insurance to Liverpool ½, and against pilferage ¼; ¾ per cent., - - -			9 15 6
Shipping, port charges, bills lading, - -			8 3 0
Storage, and insurance against fire, - -			8 5 0
			£1,342 11 6
Commission, 5 per cent.; 6 months' credit, bill 60 days; or cash in England 90 months, charging interest for all time taken above, -			67 2 6
			1,409 14 0
Insurance on £1,488, at 40*s.* per cent., -	29 15 2		
Duty, 75*s.*; commission, ½ per cent., 148*s.* 10*d.*,	11 3 10		
			40 19 0
			1,450 13 0
Discount, 7½ per cent. for cash, - -			108 16 0
			£1,341 17 0

S. R. & Co.

No. 9.

BIRMINGHAM, *March 10th*, 1815.

Invoice of sundry merchandise, bought by Scholefield, Redfern, & Co., on account and risk of Messrs. Eichelberger & Clemm, of Baltimore, citizens of the United States of America, marked and numbered as follows, and consigned to care of Messrs. Hughes & Duncan, Liverpool.

E. & C.

A. 63.

6 pair iron head fire-irons, each, 1, 2*s.*; 2, 2*s.* 6*d.*; 3, 2*s.* 9*d.*; 4, 3*s.*; 5, 3*s.* 3*d.*,	4 1 0		
4 do. do. do. " 6, 4*s.*; 7, 5*s.*; 8, 5*s.* 6*d.*; 9, 6*s.*; 10, 7*s.*; 11, 8*s.*; 12, 9*s.*,	8 18 0		
6 do. brass head do. " 13, 2*s.* 9*d.*; 14, 3*s.*; 15, 3*s.* 3*d.*; 16, 3*s.* 6*d.*; 17, 3*s.* 9*d.*,	4 17 6		
4 do. do. do. " 18, 4*s.*; 19, 4*s.* 6*d.*; 20, 5*s.*; 21, 5*s.* 6*d.*; 22, 6*s.*; 23, 8*s.*; 24, 10*s.*; 25, 12*s.*; 26, 14*s.*, - - - -	13 16 0		
4 do. iron head, case hardened, each, 27, 10*s.*; 28, 12*s.*; 29, 13*s.*; 30, 15*s.*; 31, 16*s.*; 32, 17*s.*; 33, 18*s.*, - - - - - -	20 4 0		
2 do. do. do. " 34, 20*s.*; 35, - - - -	4 0 0		
4 do. brass head, each, 36, 11*s.*; 37, 14*s.* 6*d.*; 38, 16*s.*; 39, 18*s.*; 40, 19*s.*,	15 14 0		
1 do. do. 110, - - - - - - - -	1 3 0		
	72 13 6		
10 per cent., - - -	7 5 4		
		65 8 2	
5 dozen 6 barred japanned patent currycombs, - - - 6*s.* 9*d.*	1 13 9		
2 do. do. best currycombs, - - - - - 4*s.*	8 0		
Cask, &c., 24*s.*: freight to Liverpool, weight, 9*cwt.* 0*qrs.* 0$\frac{3}{4}$*lbs.*, 20*s.* 3*d.*, -	2 4 3		
		4 6 0	
		69 14 2	

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4 Casks nails, No. 1 a 4.

	30 M. 2½ lb. 3*d.* clout nails, - - - - - -	1*s.* 11*d.*	2 17 6	
No. 1,	30 M. 2 lb. hobs, - - - - - -	1*s.* 8½*d.*	2 11 3	
	50 M. 1½ lb. 2*d.* clout, - - - - - -	1*s.* 7*d.*	3 19 2	
2,	50 M. 1¼ lb. 2*d.* fine clout, - - - - - -	1*s.* 9*d.*	4 7 6	
	40 M. 14 oz. best Flemish, - - - - - -	1*s.* 2½*d.*	2 8 4	
	50 M. 5, long scupper, - - - - - -	2*s.* 11*d.*	7 5 10	
3,	20 M. 4 oz. best Flemish, - - - - - -	1*s.* 1½*d.*	1 2 6	
	20 M. 6 oz. do. - - - - - -	1*s.* 1½*d.*	1 2 6	
	40 M. 8 oz. do. - - - - - -	1*s.* 1½*d.*	2 5 0	
4,	17 M. 4 lb. tenter hooks, - - - - - -	3*s.* 2*d.*	2 13 10	
	17 M. 1¼ lb. do. - - - - - -	2*s.* 1*d.*	1 15 5	
	16 M. 2 lb. do. - - - - - -	2*s.* 5*d.*	1 18 8	
	20 M., each, 10 oz., 1*s.* 2*d.*; 12, Flemish, - - - -	-	2 6 8	
	30 M. 1¾, hobs, - - - - - -	1*s.* 7½*d.*	2 8 9	
	4 Casks, - - - - - - - -	5*s.* 6*d.*	1 2 0	
				40 4 11

A. 64.

	1 groce patent iron handles, each, 4½ inches. 12*s.*; 6, 16*s.*, - -		1 8 0	
	1 do. do. ears, " A, 7*s.*; B, 8*s.*, - - - -		15 0	
	½ do. do. tinned, " 0, 12*s.*; 1, 14*s.*; 2, 16*s.*; 3, 20*s.*, -		1 11 0	
	1 do. do. do. " *a*, - - - - -		9 0	
	1 do. patent iron, each, 0, 9*s.*; 1, 10*s.* 6*d.*; 2, 12*s.*; 3, 15*s.*, - -		2 7 0	
				6 10 0
	12 pair steelyards, in ounces, each, 30, 3*s.* 6*d.*; 40, 3*s.* 9*d.*; 50, 4*s.* 6*d.*, -		7 1 0	
	9 do. do. do. 60, 3*s.* 3*d.*; 70, 4*s.*, - - -		3 9 9	
	8 do. do. do. " 80, 4*s.* 3*d.*; 90, 4*s.* 6*d.*; 110; 112, 5*s.*, -		7 6 0	
	18 do. do. do. " 120, 5*s.*; 130, - - - -		9 0 0	

14 do. do. do.	140, - - - - 5*s.* 6*d.*	3 17 0		
9 do. do. do. "	180, 6*s.*; 200, 6*s.* 6*d.*, - - -	5 12 6		
6 do. do. do. "	224, 7*s.* 3*d.*; 250, 8*s.*, - - -	4 11 6		
18 do. do. do. "	150, 5*s.* 6*d.*; 160, - - -	9 18 0		
14 do. do. do. "	170, - - - - 6*s.*	4 4 0		
2 do. do. do. "	280, 8*s.* 6*d.*; 300, 9*s.* 3*d.*; 320, 9*s.* 6*d.*; 350, 10*s.* 6*d.*;			
400, 12*s.* 6*d.*, - - - - - - - -		5 00 6		
2 dozen double hand-screw plates, each, ½ inch, 75*s.*; ⅝, 93*s.*, - -		16 16 0		
1 do. do. do. do.	¾ inch, - - - -	6 00 0		
1 do. single do. do.	10 holes, 29*s.*; 11, 32*s.*; 12, 36*s.*, -	4 17 0		
		87 13 3		
	15 per cent., - - -	13 3 0		
			74 10 3	
2 dozen fine 7 inch stock locks, - - - - -	16*s.*	1 12 0		
Four 11 inch do. - - - - -	2*s.* 8*d.*	10 8		
One 12 inch do. - - - - -	-	3 4		
1 dozen 9 inch bastard plate, - - - - -	-	18 0		
½ do. 10 inch do. - - - - -	19*s.*	9 6		
Cask, &c., 21*s.*: freight to Liverpool, weight, 16*cwt.* 3*qrs.* 0⅔*lbs.*, 37*s.* 8*d.*,		2 18 8		
			6 12 2	
			87 12 5	
Cask A. 65.				
E. & C. 500 feet plated moulding, for cantles, 82386, 4½*d.*; 87, 5*d.*, - -		19 15 10		
	12½ per cent., - - -	2 9 6		
			17 6 4	
Case, &c., 6*s.*: freight to Liverpool, weight, 0*cwt.* 2*qrs.* 0⅔*lbs.*, 1*s.* 2*d.*, -		-	7 2	
			17 13 6	

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B. 1.

24 dozen flat bastard files, 1 round edge, each, 10 inch, 7*s.* 9*d.*; 11, 9*s.* 3*d.*; 12, 11*s.* 3*d.*,		23	18	0
14 do. do. middle, 12 inch, No. 4, - - - 11*s.* 3*d.*,		13	10	0
12 do. double horse rasps, ½ file, 12 inch, No. 5, - - - 11*s.* 3*d.*,		6	15	0
		54	3	0
7½ per cent., - - -		4	1	3
			50	1	9
Cask, 11*s.* 6*d.*: carriage to Liverpool, weight, 8*cwt.* 1*qr.* 0*lbs.*, 31*s.*, -	-		2	2	6
			52	4	3

D. 1 a 12.

D. 1,	33 pair sad irons, - - - -	3	0	4							
2,	33 do. do. - - - -	3	0	3							
3,	33 do. do. - - - -	3	0	3							
4,	33 do. do. - - - -	3	0	4							
5,	33 do. do. - - - -	3	0	2							
6,	33 do. do. - - - -	3	0	2							
7,	33 do. do. - - - -	3	0	3							
8,	33 do. do. - - - -	3	0	2							
9,	7 do. hatter's irons, - - - -	2	0	6							
10,	7 do. do. - - - -	2	0	10							
11,	4 do. do. 6 tailor's irons, - -	2	0	3							
12,	4 do. do. 6 tailor's irons, - -	2	0	5							
					32*Cwt.* 1*qr.* 19*lbs.*, 25*s.*			40	10	6	
	Casks, - - - - - - - - - -							2	16	0	
									43	6	6

6 dozen long handle fry pans, 3, 2, 10, - - - - at 38*s.*	6 16 4		
Covering, 4*s.* 6*d.*: freight to Liverpool, 2*cwt.*, 7*s.* 2*d.*, - - -	11 8		
		7 8 0	
A. 65.			
26 bell metal kettles, 1, 3, 8½, - - - - - 1*s.* 7*d.*	16 3 9		
Twisted back bands, 3, 0, 7, - - - - - 37*s.*	5 13 4		
80 groce iron Jews harps, No. 1, - - - - - 4*s.* 6*d.*	6 15 0		
26 do. do. tinned, No. 1, - - - - 5*s.* 6*d.*	7 3 0		
4 do. do. do. No. 2, - - - - 6*s.* 3*d.*	1 5 0		
10 do. brass do. No. 1, - - - - - 10*s.*	5 0 0		
14½ dozen 6 barred japanned currycombs, small, - - - 3*s.* 6*d.*	2 10 9		
Cask, &c., 17.: freight to Liverpool, weight, 8*cwt.* 3*qrs.* 0*lbs.*, 19*s.* 9*d.*, -	1 16 9		
		46 7 7	
A. 66.			
100 lbs. mixed pins, - - - - - - - - 3*s.* 6*d.*	17 10 0		
30 dozen pins, No. 4, - - - - - - - 11*s.*	16 10 0		
20 do. do. No. 5, - - - - - - - 13*s.*	13 0 0		
20 do. do. 3½, - - - - - - - 10*s.*	10 0 0		
30 do. do. 4½, - - - - - - - 12*s.*	18 0 0		
12 packs do. No. 8, - - - - - - - 2*s.*	1 4 0		
	76 4 0		
10 per cent., - - -	7 12 5		
		68 11 7	
Cask, 11*s.*: freight to Liverpool, weight, 4*cwt.* 0*qrs.* 21⅔*lbs.*, 9*s.* 6*d.*, -	-	1 0 6	
		69 12 1	

A. 67.

5 dozen	horn combs,	each,	82897, 10*d.*; 98, 1*s.*; 99, 1*s.* 2*d.*; 900, 1*s.* 4*d.*,		1	1	8	
5 do.	do.	"	82902, 1*s.*; 03, 1*s.* 2*d.*; 04, 1*s.* 4*d.*; 07, 2*s.* 9*d.*,		1	11	3	
5 do.	do.	"	82909, 2*s.* 3*d.*; 82914, 2*s.*, - - -		1	1	3	
5 do.	spectacles,	"	85237, 5*s.* 6*d.*; 38, 6*s.* 6*d.*; 39; 40, 7*s.*, -		6	7	6	
5 do.	do.	"	85241, 8*s.* 3*d.*; 42; 43, 10*s.*; 45, 10*s.* 6*d.*; 46, 10*s.*,		11	15	0	
5 do.	do.	"	85247, 10*s.*; 48, 11*s.*; 49; 50, 15*s.* 6*d.*; 51, -		15	15	0	
5 do.	do.	"	85257, 16*s.* 3*d.*; 58, 17*s.*; 61, 7*s.*; 62, 7*s.* 9*d.*; 63, 9*s.*,		14	5	0	
5 do.	do.	"	85266, 10*s.* 6*d.*; 68, 12*s.* 3*d.*; 70, 17*s.* 3*d.*; 67, 11*s.* 9*d.*,		12	18	9	
								64 15 5
5 do.	horn combs,	"	81954, 1*s.* 2*d.*; 55, 10*d.*; 58, 2*s.*; 60, 1*s.* 9*d.*; 62, 1*s.* 6*d.*; 71, 2*s.* 9*d.*, - - - - -		2	10	0	
5 do.	do.	"	81974, 1*s.* 9*d.*; 75, 2*s.*; 76, 2*s.* 6*d.*; 79, 2*s.*; 80, 2*s.* 6*d.*; 91, 3*s.*; 93, 3*s.* 6*d.*; 85, 4*s.* 6*d.*; 84, 5*s.*, -		6	13	9	
5 do.	do.	"	82081, 5*s.*; 82, 4*s.* 6*d.*; 84, 8*s.*; 65, 7*s.*; 86, 6*s.*; 89, 6*s.*; 92, 9*s.*; 93, 8*s.* 6*d.*; 94, 8*s.*; 96, 7*s.* 6*d.*; 99, 8*s.* 6*d.*; 100, 7*s.*, - - - - -		21	5	0	
6 do.	do.	"	81956, - - - - - 1*s.* 4*d.*			8	0	
13 do.	do.	"	81995, 6*s.*; 96, 4*s.* 9*d.*; 82001, 5*s.*; 002, 4*s.*, -		2	19	3	
					33	16	0	
			5 per cent., - - -		1	13	10	
								32 2 2
8 dozen	spectacles,	each,	77866, 6*s.*; 67, 7*s.* 6*d.*; 68, 8*s.*; 69, 8*s.* 6*d.*; 70, 14*s.*; 71, 13*s.*,		22	16	0	
10 do.	do.	"	77872, 12*s.*; 73, 13*s.*; 75, 12*s.*; 77, 14*s.*; 78, 15*s.*; 76, 13*s.*,		39	10	0	
3 do.	do.	"	77879, 21*s.*; 80; 82, 24*s.*; 83, 26*s.*, - -		13	16	0	
2 do.	do.	"	77884, 28*s.*; 85, 36*s.*; 86, 30*s.*; 87; 88, - -		15	8	0	

1 do. do. " 77889, - - - - - -	2 2 0		
	93 12 0		
10 per cent., - - -	9 7 2		
		84 4 10	
Cask, 18*s.*: freight to Liverpool, weight, 3*cwt.* 2*qrs.* 21⅔*lbs.*, 8*s.* 4*d.*, -	-	1 6 4	
		182 8 9	
A. 68.			
5 dozen bright soft screw horse locks, 1, - - - - 13*s.* 6*d.*	3 7 6		
5 do. do. hard do. do. 2, - - - - 15*s.* 6*d.*	3 17 6		
		7 5 0	
3 do. tap borers, each, ⅞, 4*s.*; 1, 5*s.* 6*d.*; 1⅛, 7*s.*, - - -	2 9 6		
3 do. saddler's pincers, 480 A, - - - - - 16*s.*	2 8 0		
2 do. black. do. 492, 7*s.* 6*d.*; 494, 10*s.*, - - - -	1 15 0		
1 do. do. hammers, 4, - - - - - -	9 0		
5 do. saddler's do. 235, - - - - - 18*s.*	4 10 0		
2 do. plyers, each, 118, 6*s.*; 119, 7*s.* 6*d.*; 120, 9*s.*, - - -	2 5 0		
6 do. saw sets, - - - - - - 4*s.* 9*d.*	1 8 6		
6 do. saddler's pincers, - - - - - - 4*s.*	1 4 0		
2 do. each, 8 inch, 20*s.*; 10, 26*s.*; 12, 32*s.*, cooper's compasses, -	7 16 0		
	24 5 0		
5 per cent., - - -	1 4 3		
		23 0 9	
8 dozen 9½ inch patent trowels, - - - - - 17*s.*	-	6 16 0	
3 do. each, black, 4*s.* 6*d.*, and bright, 5*s.* 6*d.*, centre bits, - -	1 10 0		
10 do. brush bits, sorted, - - - - - - 3*s.*	1 10 0		
3 braces, each, with 12 blk. bits, 13*s.*; 15, 14*s.* 3*d.*; 18, 16*s.* 6*d.*; 20, 17*s.* 4*d.*,	9 3 3		
3 do. do. 12 brt. bits, 14*s.*; 15, 15*s.* 6*d.*; 18, 18*s.*; 20, 19*s.*, -	9 19 6		

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	2 braces, each, with 24 brt. bits, 21*s.*; 28, 22*s.*; 30, 24*s.*; 36, 27*s.*, -	9 8 0		
	10 dozen chain bits, - - - - - - - - 3*s.*	1 10 0		
		33 0 9		
	10 per cent., - - -	3 6 1		
			29 14 8	
	Cask, &c., 14*s.*: freight to Liverpool, weight, 5*cwt.* 3*qrs.* 21⅓*lbs.*, 13*s.* 4*d.*,	-	1 7 4	
			68 3 9	
	A. 69.			
	6 stone iron wire, each, 4, 4*s.* 8*d.*; 5; 6; 7, 5*s.* 2*d.*; 13, 5*s.* 10*d.*; 14; 15, 6*s.*,	11 1 0		
	10 dozen patent trowels, 10 inch, - - - - - 18*s.*	9 0 0		
	8 do. do. 9 " - - - - - 16*s.* 6*d.*	6 12 0		
	5 do. do. 11 " - - - - - 20*s.*	5 0 0		
	32 lbs. brass wire, each, 3, 2*s.* 2*d.*; 4, - - - - -	6 18 8		
	34 do. do. 5, - - - - - 3*s.* 2*d.*	3 13 8		
	36 do. do. 6, - - - - - 2*s.* 2*d.*	3 18 0		
	24 do. do. 25, 2*s.* 7*d.*; 26; 29, 2*s.* 9*d.*, - - -	9 10 0		
	12 do. do. 18, - - - - - 2*s.* 3*d.*	1 7 0		
			57 4 0	
	3 cases, - - -	-	12 9	
In tin case.	230 M. stamped 10 C. sharps, in ¼*s.*; 1, 40 M.; 2, 40.; 3, 40.; 4, 40.; 5, 20.; 6, 20.; 7; 8, 10.; 9, 10.; 10, 55., - - - - 5*s.*	57 10 0		
In tin case.	20 M. long yarn darning needles, No. 17, - - - - 6*s.*	6 0 0		
	105 crown millinery, in ¼*s.*; 1, 15.; 2, 15.; 3, 15.; 4, 15.; 5, 10.; 6, 10.; 7, 10., 8, 5.; 9, 5.; 10, 5., - - - - - 3*s.* 9*d.*	19 13 9		

In tin case.	180 M. royal improved silver-eyed needles, in ¼s.; of 1, 10 M.; 2, 10.; 3, 10.; 4, 10.; 5, 10.; 6, 10.; 7, 6.; 8, 6.; 9, 4.; 10, 4., - - 9*s.* 3*d.*	36 0 0		
	20 M. gloves needles, sorted, - - - - - 7*s.*	7 0 0		
	20 M. superfine saddler's blunt, sorted, 3 a 5, - - - 9*s.*	9 0 0		
	10 M. speying needles, - - - - - - 20*s.*	10 0 0		
	1 M. baleing do. - - - - - - -	10 0		
		145 13 9		
	5 per cent., - - -	7 5 9		
			138 8 0	
	Cask, 17*s.*: freight to Liverpool, weight, 10*cwt.* 1*qr.* 24⅔*lbs.*, 23*s.* 6*d.*, -	-	2 0 6	
			198 1 7	
	A. 70.			
	12 stone iron wire, each, 8, 5*s.* 2*d.*; 9; 10, 5*s.* 6*d.*; 11; 19, 7*s.*, - -	17 0 0		
	6 do. do. 20, - - - - - 7*s.* 4*d.*	2 4 0		
	25 lbs. weild iron, each, 24, 1*s.*; 25, 1*s.* 1*d.*; 26, 1*s.* 2*d.*; 27, 1*s.* 3*d.*; 28, 1*s.* 4*d.*; 29, 1*s.* 5*d.*; 30, 1*s.* 6*d.*, - - - - -	10 18 9		
	2 dozen patent trowels, 9½ inch, - - - - - 17*s.*	1 14 0		
	7 do. do. 9 inch, - - - - - 16*s.* 6*d.*	5 15 6		
			37 12 3	
	3 M. blue steel fish hooks, not flatted, each, 2, 6*s.*; 3, 4, 5, 6, 7, 8, 9, 10,	9 0 0		
	5 M. do. do. do. " 0, 8*s.*; 00, 9*s.*; 000, 10*s.*; 0000, 11*s.*; 00000, 12*s.*, - - - - - - -	7 10 0		
	3 M. fish hooks, not flatted, each, 1016, 4*s.* 6*d.*; 1017; 1018; 1019; 1020, 4*s.* 6*d.*; 1021; 1022; 1023; 1024; 1025, - - - - -	6 15 0		
	3 M. fish hooks, not flatted, each, 1016, 6*s.*; 1014, 7*s.*; 1013, 8*s.*; 1012, 9*s.* 6*d.*; 1011 B, 11*s.*; 1011 A, 13*s.*; 1011 A, 15*s.*, - - -	10 8 6		
	3 M. fish hooks, flatted, each, 1047, 4*s.* 6*d.*; 1048; 1049; 1046, 6*s.* 6*d.*; 1045, 7*s.* 6*d.*; 1044, 8*s.* 6*d.*; 1043, 9*s.* 6*d.*; 1042, 10*s.* 6*d.*; 1041, 12*s.* 6*d.*, -	10 5 6		

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2 M. fish hooks, flatted, 1068, 2*s.* 3*d.*; 1069; 1070; 1071; 1072, 2*s.* 3*d.*; 1073; 1074; 1075; 1076, - - - - - - -	2 5 0		
2 M. do. do. 573½, - - - 25*s.*	2 10 0		
2 M. superfine cast steel fish hooks, each, 996, 16*s.*; 997, 15*s.*; 998, 14*s.*; 999, 13.; 1000, 12*s.*; 01, 11*s.*; 02; 03; 04; 05; 06, - - -	13 12 0		
2 M. superfine cast steel fish hooks, each, 1026, 16*s.*; 27, 15*s.*; 28, 14*s.*; 29, 13*s.*; 30, 12*s.*; 31, 11*s.*; 32; 33, - - - - -	14 6 0		
2 M. superfine cast steel fish hooks, each, 1123, 11*s.*; 24, 9*s.* 6*d.*; 25, 8*s.*; 26, 11*s.*; 27, 6*s.*; 21, 8*s.*, - - - - - - - -	4 19 0		
	77 11 0		
10 per cent., - - -	7 15 1		
		69 15 11	
Cask, 17*s.*: freight to Liverpool, weight, 10*cwt.* 1*qr.* 14⅔*lbs.*, 23*s.* 4*d.*, -	-	2 0 4	
		109 8 6	

A. 71.

3 dozen wrought T hinges, each, 8 inch, 3*s.* 6*d.*; 9, 4*s.* 6*d.*; 10, 5*s.* 6*d.*, -	2 0 6		
3 do. do. strap, 3½ inch, 2*s.* 3*d.*; 4, 2*s.* 9*d.*; 4½, 3*s.* 3*d.*; 5, 4*s.*,	1 16 9		
5 do. rising H hinges, each, 6 inch, 10*s.*; 7, 11*s.* 6*d.*; 8, 14*s.*, - -	8 17 6		
10 do. do. H do. " 5, 8*s.*; 6, 9*s.*, - - - -	8 10 0		
	21 4 9		
20 per cent., - - -	4 5 0		
		16 19 9	
Bell metal kettle, weight, 2*cwt.* 0*qrs.* 19½*lbs.*, - - - 1*s.* 7*d.*	19 5 6		

6 stone iron wire, ea., 3, 4*s.* 8*d.*; 12, 5*s.* 8*d.*; 16, 6*s.* 2*d.*; 17, 6*s.* 4*d.*; 18, 6*s.* 8*d.*; 20, 7*s.* 4*d.*,	11 1 0		
5 dozen 9½ inch patent trowels, - - - - - - 17*s.*	4 5 0		
2 do. cast skew butt hinges, each, 3 inch, 9*s.* 6*d.*; 3½, 11*s.* 6*d.*, - £2 2 0			
12½ per cent., - - - 5 3			
	1 16 9		
5 do. black shoe nippers, No. 2, 4*s.*, - - - - £1 0 0			
7½ per cent., - - - 1 6			
	18 6		
Cask, 17*s.*: freight to Liverpool, weight, 11*cwt.* 0*qrs.* 7⅔*lbs.*, 24*s.* 10*d.*, -	2 1 10		
		39 8 7	
A. 72.		56 8 4	
6 dozen wrought H hinges, each, 4 inch, 3*s.*; 5, 4*s.*; 6, 5*s.*, - -	3 12 0		
3 do. do. do. " 7 inch, 6*s.* 6*d.*; 8, 8*s.*, - - -	2 3 6		
6 do. do. H do. " 6 inch, 7*s.*; 7, 8*s.* 6*d.*; 8, 10*s.*; 9, 13*s.*,	11 11 0		
15 do. do. chest do. " 7 inch, 4*s.* 6*d.*; 8, 5*s.* 6*d.*, - -	7 10 0		
10 do. do. do. " 9 inch, - - - - 7*s.*	3 10 0		
4 do. do. H do. " 5 inch, 4*s.*; 6, 5*s.*, - - -	1 16 0		
	30 2 6		
20 per cent., - - -	6 0 6		
		24 2 0	
Cask, 10*s.*: freight to Liverpool, weight, 6*cwt.* 1*qr.* 0⅔*lbs.*, 14*s.*, - -	-	1 4 0	
		25 6 0	
A. 73.			
36 brightface smiths' vices, weight, 10*cwt.* 1*qr.* 7*lbs.*, - - 6*d.*	28 17 6		
24 square waffle irons, - - - - - - 4*s.* 6*d.*	5 8 0		
50 dozen 4 barred japanned currycombs, - - - - 3*s.* 3*d.*	8 2 6		
42½ do. 6 barred small do. - - - - 3*s.* 6*d.*	7 8 9		
Cask, 28*s.*: freight to Liverpool, 17*cwt.* 2*qrs.* 0⅔*lbs.*, 39*s.* 4*d.*, - -	3 7 4		
		53 4 1	

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	A. 74.			
	3 dozen coffee mills, each, 0, 30*s.*; 1, 36*s.*; 2, 42*s.*; 4, 64*s.*, - -	24 6 0		
	4 do. do. 3, - - - - - 48*s.*	9 12 0		
		33 18 0		
	12½ per cent., - - -	4 4 9		
			29 13 3	
	3 dozen rat traps, each, 0, 9*s.*; 1, 10*s.*; 2, 11*s.*; 3, 12*s.*, - - -	6 6 0		
	3 do. do. 0, - - - - - - 9*s.*	1 7 0		
	2 do. do. 1, - - - - - - 10*s.*	1 0 0		
		8 13 0		
	10 per cent., - - -	17 4		
			7 15 8	
	Cask, &c., 21*s.*: freight to Liverpool, 6*cwt.* 2*qrs.* 7⅔*lbs.*, 14*s.* 8*d.*, - -	-	1 15 8	
			39 4 7	
	A. 75.			
10 ps. 1	20 groce sorted dbl. worm gimblets, 1, - - - - 10*s.*	10 0 0		
5 " 2	9½ do. rivetted H. do. - - - - - 13*s.*	6 3 6		
	4 do. do. do. A, 14*s.*; B, 15*s.*; C, 16*s.* 6*d.*, -	9 2 0		
2 " 4	4 do. sorted treble worm boxheads, C, - - - - 19*s.* 6*d.*	3 18 0		
	15 dozen dbl. worm spike gimblets, each, 1, 2*s.*; 3, 2*s.* 6*d.*; 4, 3*s.*, - -	5 12 6		
	8 do. do. do. " 6, 4*s.*; 7, 4*s.* 6*d.*; 8, 5*s.*, - -	5 8 0		
5	80 papers wrought shoe tacks, sorted, - - - - 5*s.*	20 0 0		
2 " 6	20 do. do. do. large, - - - - 5*s.* 6*d.*	5 10 0		
			65 14 0	
	10 dozen shoe pincers, No. 1, - - - - - 10*s.* 6*d.*	5 5 0		

		5½	do.	do.	3,	-	-	-	-	-	13*s.*	3	11	6			
		10	do.	do.	4, 14*s.*; 5, 16*s.*,			-	-	-	-	15	0	0			
		7	do.	do.	6,	-	-	-	-	-	18*s.*	6	6	0			
		3	do.	do.	8,	-	-	-	-	-	22*s.*	3	6	0			
		5	do.	bright shoe nippers,	1,	-	-	-	-	-	5*s.*	1	5	0			
												34	13	6			
					7½ per cent.,			-	-	-		2	12	0			
															32	1	6
				Cask, &c., 24*s.*: freight to Liverpool, weight, 10*cwt.* 2*qrs.* 0⅔*lbs.*, 23*s.* 7*d.*,								-		2	7	7
															100	3	1
					A. 76.												
8	prs.	1	50	dozen	plain iron candlesticks,	No. 1,	-	-	-	-	3*s.* 3*d.*	8	2	6			
5	"	2	20	do.	do.	do.	2,	-	-	-	3*s.* 9*d.*	3	15	0			
2	"	3	10	do.	do.	do.	3,	-	-	-	4*s.* 6*d.*	2	5	0			
4	"	4	15	do.	ball'd	do.	each, 1, 4*s.* 6*d.*; 2, 5*s.*,		-	-	-	7	2	6			
			18	do.	plain hand	do.	No. 1,	-	-	-	-	6*s.*	5	8	0			
												26	13	0			
					10 per cent.,			-	-	-		2	13	4			
															23	19	8
			2	groce	pegging awl hafts,	-	-	-	-	-	-	8*s.*		16	0			
			1½	do.	brass ferruled awl hafts,	-	-	-	-	-	-	7*s.* 6*d.*		11	3			
												1	7	3			
					7½ per cent.,			-	-	-			2	1			
															1	5	2
				Cask, &c., 27*s.*: freight to Liverpool, weight, 6*cwt.* 1*qr.* 14⅔*lbs.*, 14*s.* 4*d.*,								-		2	1	4
															27	6	2

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			A. 77.			
			5 dozen plain screwed candlesticks, each, 1, 7*s.* 6*d.*; 2, 8*s.* 6*d.*, - -	4 0 0		
			12 do. plain hand do. 1, - - - 6*s.*	3 12 0		
			10 do. ball'd do. 1, - - - 7*s.* 6*d.*	3 15 0		
				11 7 0		
			10 per cent., - - -	1 2 9		
					10 4 3	
22	ps.	1	10 dozen Banbury stock locks, each, 6 inch, 10*s.*; 7, 11*s.*; 8, 12*s.*, - -	16 10 0		
5	"	2	5 do. do. do. 9 inch, - - - - 14*s.*	3 10 0		
2	"	3	1 do. do. do. 11 inch, - - - - 20*s.*	1 0 0		
		4	½ do. do do. 12 inch, - - - - 24*s.*	12 0		
Fill			6 do. plain iron candlesticks, each, 1, 3*s.* 3*d.*; 2, 3*s.* 9*d.*, - £2 2 0			
			10 per cent., - - 4 3			
				1 17 9		
			Cask, &c., 26*s.*: freight to Liverpool, weight, 7*cwt.* 0*qrs.* 21⅔*lbs.*, 16*s.* 3*d.*,	2 2 3		
					25 12 0	
			A. 78.			
			10 groce tinned iron spoons, each, 7590, 33*s.*; 91, 30*s.*; 92, 29*s.*, - -	46 0 0		
			8 do. do. do. 77044, - - - - 31*s.*	12 8 0		
			23 do. do. do. 77048, - - - - 16*s.*	18 8 0		
			10 do. do. do. 77048, chased, - - - 19*s.*	9 15 0		
			4 do. do. do. 77045, do. - - - 36*s.*	7 4 0		
				93 10 0		
			15 per cent., - - -	14 0 6		
					79 9 6	

10 dozen Norfolk thumb latchets, 196, 5*s.* 6*d.*, - - -	£2 15 0		
5 per cent., - - -	2 9		
		2 12 3	
2 groce double worm gimblets, sorted, H, - - - -	11*s.* 6*d.*	1 3 0	
Cask, 15*s.*: freight to Liverpool, weight, 9*cwt.* 0*qrs.* 0$\frac{2}{3}$*lbs.*, 20*s.* 3*d.*, -		1 15 3	
			5 10 6
A. 79.			85 0 0
6 dozen pair martingale hooks, each, 80551, 5*s.*; 51; 52, - - -		4 10 0	
6 do. do. do. " 80553, 5*s.*; 54; 55, 6*s.* 6*d.*, - -		4 19 0	
2 pair wrought iron polished stirrups, each, 82662, 3*s.* 6*d.*; 63, 4*s.*; 64, 4*s.* 6*d.*; 65, 5*s.* 3*d.*, - - - - - - -		1 14 6	
6 pair wrought iron potted, do. " 82658, 3*s.* 6*d.*; 59, 4*s.*; 60, 4*s.* 6*d.*; 61, 5*s.* 3*d.*, - - - - - - -		5 3 6	
			16 7 0
10 dozen rule joint compasses, each, 5 inch, 3*s.* 9*d.*; 8, 8*s.* 6*d.*, - -		6 2 6	
20 do. do. do. " 6 inch, 4*s.* 9*d.*; 7, 6*s.* 6*d.*, - -		11 5 0	
12 do. iron compasses, each, 6 inch, 2*s.* 9*d.*; 7, 3*s.* 6*d.*, - - -		3 15 0	
6 do. do. " 5 inch, - - - -	2*s.* 3*d.*	13 6	
		21 16 0	
7½ per cent., - - -		1 12 9	
			20 3 3
2 groce tutania table spoons, each, 86, 38*s.*; 68, 32*s.*, - - -		7 0 0	
2 do. do. do. " 82502 A, 36*s.*; 82500, 38*s.*; 02, 36*s.*, -		11 0 0	
2 do. do. tea spoons, " 82497, - - - -	11*s.*	1 2 0	
4 do. do. do. " 82499, - - - -	12*s.*	2 8 0	
13 do. do. do. " 80643, 12*s.*; 39, 14*s.*, - - -		3 18 0	
1 do. pewter spoons, each, 82516, 14*s.*; 14, 19*s.*; 07, 21*s.*; 09, 17*s.* 6*d.*,		3 11 6	
2 do. do. " 82511, 6*s.* 3*d.*; 13, 7*s.* 6*d.*; 15, - -		2 2 6	

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9 dozen Norfolk thumb latchets, 197, 7*s.* 6*d.*, - - - £3 7 6			
5 per cent., - - - 3 5			
	3	4	1
½ groce rivetted gimblets, H, - - - - - 13*s.*		6	6
4 do. dbl. worm do. 1, - - - - - 10*s.*	2	0	0
Cask, &c., 14*s.*: freight to Liverpool, weight, 6*cwt.* 3*qrs.* 0⅔*lbs.*, 15*s.* 3*d.*,	1	9	3
			38 1 10
A. 80.			74 12 1
3 dozen brass cocks, each, 918, 11*s.*; 19, 12*s.*; 20; 21, 14*s.*; 22, 15*s.*; 23, 16*s.*,	12	0	0
2 do. do. " 924, 17*s.*; 25, 20*s.*; 26, 21*s.*; 27, 22*s.*; 908, 19*s.*; 9, 20*s.*; 10, 22*s.* 6*d.*, - - - - -	14	3	0
3 do. do. " 901, 10*s.*; 02, 11*s.*; 03, 12*s.*; 04, 13*s.*; 05, 14*s.*; 06, 15*s.*; 07, 18*s.*, - - - - -	13	19	0
1 do. white cocks, " 904, 15*s.*; 05, 16*s.*; 06, 17*s.*, - - -	2	8	0
	42	10	0
7½ per cent., - - -	3	3	9
			39 6 3
12 pair brass candlesticks, each, 71, 8*s.*; 657, - - - -	9	12	0
6 do. do. 3, - - - - 5*s.* 9*d.*	1	14	6
10 do. do. " 775, 3*s.* 10*d.*; 179, 4*s.*; 523, 4*s.* 3*d.*; 885, 5*s.* 3*d.*,	8	10	4
10 do. do. " 790, 4*s.* 7*d.*; 1049, 5*s.*, - - -	4	15	10
6 do. do. " 532, 5*s.* 6*d.*; 1361, 5*s.* 9*d.*; 1370, 6*s.*; 1375, 6*s.* 6*d.*,	7	2	6
5 M. brass nails, each, 80464, 5*s.* 10*d.*; 65, 3*s.* 3*d.*; 66, 3*s.* 7*d.*; 67, 3*s.* 11*d.*; 68, 4. 6*d.*; 69, 5*s.* 2*d* , - - - - -	6	11	3
5 M. do. " 80515, 3*s.* 11*d.*; 16, 4*s.* 6*d.*; 17, 5*s.* 2*d.*; 18, 5*s.* 10*d.*,	4	17	1

5 M. P.M. nails, " 80498, 4*s.* 6*d.*; 99, 5*s.* 2*d.*; 500, 5*s.* 10*d.*; 80476, 5*s.*; 77, 5*s.* 6*d.*, 78, 6*s.*, - - - - - -	8 0 0		
5 M. gold colored nails, each, 80510, 5*s.*; 11, 5*s.* 6*d.*; 12, 6*s.*; 13, 6*s.* 8*s.*,	5 15 10		
5 M. P. M. nails, each, 80486, 5*s.* 6*d.*; 87, 6*s.*; 88, 6*s.* 8*d.*, - -	4 10 10		
	61 13 2		
12½ per cent., - - -	7 14 2		
		53 19 0	
30 groce best steel suspender buckles, 9598, - - - 2*s.* 9*d.*	4 2 6		
Cask, 16*s.*: freight to Liverpool, weight, 6*cwt.* 3*qrs.* 0⅔*lbs.*, 15*s.* 2*d.*, -	1 11 2		
		5 13 8	
		98 18 11	

A. 81.

8 dozen shaving boxes and brushes, each, 0, 5*s.*; 1, 5*s.* 6*d.*, - -	4 4 0		
1 p. woollen web, each, 1550 A, 7*s.*; 29 B, 7*s.* 3*d.*; 1674 B, - -	1 1 6		
1 p. do. " 1364, 7*s.* 9*d.*; 1500; 01; 67; 84; 94; 96, -	2 14 3		
1 p. do. colored middle, each, 1128, 8*s.* 3*d.*; 1249; 1250; 1351; 1433; 1546; 1558; 1609; 1610; 1616, - -	4 2 6		
3 p. do. do. " 1721, - - - 8*s.* 3*d.*	1 4 9		
1 p. do. scarlet middle, " 853, - - - -	10 0		
1 p. do. white do. " 1/10, 9*s.* 3*d.*; 2/10, 10*s.* 3*d.*; 3/10, 11*s.* 3*d.*,	1 10 9		
1 p. do. each, 250, 7*s.* 9*d.*; 914; 15; 16; 17; 515, 8*s.* 9*d.*; 527, 8*s.* 3*d.*; 516, 9*s.* 6*d*; 328, 9*s.* 3*d.*; 524; 727; 457, 9*s.* 9*d.*; 460; 733; 458,	11 15 6		
1 p. do. each, 775, 10*s.* 6*d.*; 904; 741; 446, 10*s.* 9*d.*; 797, 11*s.* 6*d.*; 795; 791; 788; 793, - - - - - -	4 19 9		
1 p. do. orange and yellow, each, 447, 10*s.* 9*d.*; 919, 12*s.*; 918, -	1 14 9		
½ groce key rings, each, 480, 7*s.* 3*d.*; 485, 7*s.* 6*d.*; 489, 10*s.*; 493, 20*s.*, -	1 5 4½		
1 dozen brt. screw plates, 7 sizes, - - - - - -	1 16 0		
10 great gro. bone knobs, 6, 3*s.*; 7, 3*s.* 6*d.*; 11, 6*s.* 6*d.*; 12, 7*s.* 6*d.*, -	10 5. 0		

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1½ groce japanned graters, 91, - - - - - - 10*s.*	15 0		
3 dozen do. each, 92, 10*d.*; 93, 1*s.*; 94, 1*s.* 1*d.*; 95, 1*s.* 6*d.*,	13 3		
12 do. pepper boxes, 96, - - - - - - 1*s.* 9*d.*	1 1 0		
6 do. half pint tumblers, 97, - - - - - - 3*s.*	18 0		
6 do. pint do. 98, - - - - - - 4*s.*	1 4 0		
		51 15	4½
12 do. tooth brushes, each, 79961, 2*s.*; 63, 2*s.* 8*d.*; 68, 2*s.*; 78, 3*s.* 6*d.*; 83, 4*s.* 3*d.*,	8 13 0		
12 do. do. " 81853, 1*s.* 2*d.*; 55, 1*s.* 9*d.*; 63, 3*s.* 6*d.*; 70, 4*s.* 6*d.*; 75, 4*s.*; 76, 4*s.* 6*d.*; 78, - - - - - -	13 15 0		
10½ groce brass ferruled awl hafts, - - - - - - 7*s.* 6*d.*	3 18 9		
2 do. sprig awl hafts, - - - - - - 7*s.*	14 0		
	27 0 9		
7½ per cent., - - -	2 0 7		
		25 0	2
3 wrought iron saucepans and covers, each, 1 pint, 1*s.* 8*d.*; 2, 2*s.* 2*d.*; 3, 2*s.* 8*d.*; 4, 3*s.* 2*d.*, - - - - - - -	1 9 0		
20 per cent., - - -	5 10		
		1 3	2
30 dozen brown Roman graters, - - - - - 9½*d.*	1 3 9		
Cask, &c., 21*s.*: freight to Liverpool, 4*cwt.* 3*qrs.* 14⅔*lbs.*, 11*s.*, - -	1 12 0		
		2 15	9
		80 14	5½

A. 82.

20 groce steel top thimbles, 30071, - - - - - 5*s.* 9*d.*	5 15 0		
20 do. do. large size, - - - - 6*s.* 3*d.*	6 5 0		

10	do.	do.	80726,	-	-	-	-	-	7*s.*	3	10	0			
6	do.	do.	80727, 28, 7*s.* 9*d.*; 29, 7*s.* 8*d.*,					-	-	6	13	6			
12	do.	yellow talio sleeve links,		-	-	-	-	-	3*s.*	1	16	0			
8	do.	silvered	do.	-	-	-	-	-	3*s.* 1*d.*	1	4	8			
													25	4	2
10	dozen	brass handles, 8 C. Rose's, 61, 3*s.* 2*d.*; 62, 3*s.* 5*d.*; 766, 3*s.* 11*d.*; 2070, 4*s.* 5*d.*,								7	9	2			
20	do.	do.	do.	each, 1232, 2*s.* 7*d.*; 1650, 2*s.* 10*d.*,					-	5	8	4			
3	groce	brass screw nobs, each, 166, 3*s.*; 165, 3*s.* 6*d.*; 162, 7*s.*,						-	-	2	0	6			
6	do.	do.	"	164, 4*s.* 6*d.*; 163, 5*s.* 6*d.*,				-	-	3	0	0			
1	do.	brass hooks, each, 404, 7*s.*; 405, 8*s.* 6*d.*; 406, 11*s.*; 407, 14*s.*,							-	2	0	6			
1	do.	do.	screw rings, each, 281, 9*s.* 6*d.*; 282, 13*s.*; 283, 16*s.*,						-	1	18	6			
2	do.	do.	do.	"	280,	-	-	-	-	7*s.*		14	0		
2	do.	do.	pendant,		1231,	-	-	-	-	8*s.* 6*d.*		17	0		
											23	8	0		
						10 per cent.,		-	-	-	2	6	10		
													21	1	2
10	sets	brass desk mounting, comp., each, 4734, 8*s.*; 4710, 8*s.* 3*d.*,							-	-	8	2	6		
10	sets	brass drawer mounting, each, 956, 3*s.* 6*d.*; 957, 3*s.* 10*d.*; 958, 4*s.* 6*d.*,									5	18	4		
5	groce	brass curtain rings, each, 1871, 1*s.* 10*d.*; 70, 1*s.* 8*d.*; 76, 2*s.* 8*d.*; 77, 3*s.*,									2	5	10		
5	do.	do.	do.	"	1878, 3*s.* 6*d.*; 79, 4*s.*; 80, 4*s.* 6*d.*; 75, 2*s.* 6*d.*,						3	12	6		
1	do.	do.	screw hooks, 2063,	-	-	-	-	-	-			4	9		
2	do.	do.	threaded escutns., with holes, each, 1113, 3*s.* 6*d.*; 1060, 5*s.*,									17	0		
2	do.	do.	do.	do.	"	937, 5*s.* 6*d.*; 303; 1599, 6*s.* 9*d.*,					1	15	6		
24	dozen	do.	nobs, each, 2974 S, 7*s.*; 2972 S, 5*s.* 6*d.*,					-	-	-	15	0	0		
12	do.	do.	"	2965 S, 2*s.* 4*d.*; 2966, 2*s.* 8*d.*; 2968, 3*s.* 9*d.*,						-	5	5	0		
12	do.	do.	"	2970 S, 4*s.* 3*d.*; 2971 S, 4*s.* 9*d.*,					-	-	5	8	0		
6	do.	do.	"	2123 S, 2*s.* 6*d.*; 2128 S, 5*s.*; 3006 S, 6*s.*,						-	4	1	0		
6	do.	do.	"	3007 S, 7*s.*; 3008 S, 8*s.*; 2812 S, 5*s.* 6*d.*,						-	6	3	0		
6	do.	do.	"	2813 S, 6*s.*; 2814 S, 8*s.*,					-	-	4	4	0		

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4 dozen brass nobs, each, 3007, 9*s.*; 3008, 10*s.*, - - - -	3 16 0		
	66 13 5		
15 per cent., - - -	10 0 0		
		56 13 5	
3 dozen brass cloak pins, each, 882, 3*s.* 3*d.*; 779, 3*s.* 6*d.*, - - -	1 0 3		
20 per cent., - - -	4 1		
		16 2	
35 groce lined tailors' thimbles, 675, - - - - 7*s.* 6*d.*	13 2 6		
10 do. unlined do. 673, - - - - 3*s.* 9*d.*	1 17 6		
6 do. brass thimbles, 50 to 53, 3*s.* 2½*d.*; 49 to 52, 3*s.* 6*d.*; 47 to 53, 3*s.* 9*d.*,	3 2 9		
8 do. men's brass thimbles, 81716, - - - - 4*s.* 6*d.*	1 16 0		
	19 18 9		
17½ per cent., - - -	3 9 9		
		16 9	
5 lbs. brass escutcheon pins, - - - - - 3*s.* 2*d.*	15 10		
Cask, &c., 15*s.*: freight to Liverpool, weight, 6*cwt.* 1*qr.* 14⅔*lbs.*, 14*s.* 4*d.*,	1 9 4		
		2 5 2	
		122 9 1	

A. 83.

3 dozen silvered spurs, each, 80355, 8*s.* 6*d.*; 56, 15*s.*; 57, 16*s.*; 58, 17*s.*; 59, 17*s.*; 80360, 20*s.*; 61, 24*s.*; 62, 42*s.*, - -	23 18 6	
3 do. steel spurs, " 77509, 8*s.* 2*d.*; 10, 7*s.*; 11, 6*s.* 3*d.*; 12, 5*s.* 6*d.*; 13, 5*s.*; 14, 4*s.* 6*d.*, - - - - -	5 9 6	
3 do. do. " 77508, 9*s.* 6*d.*; 07, 10*s.* 6*d.*; 03, 16*s.* 6*d.*, -	5 9 6	

3 dozen polished curbs, each, 84972, 73, 6*s.* 6*d.*, - - - -	1 19 0			
3 do. tinned do. " 84974, 7*s.*; 75; 76, 4*s.* 3*d.*; 77, 4*s.*, - -	3 6 9			
		40	3	9
6 do. plated double curbs, each, 78088, 15*s.*; 87, 11*s.*; 86, 16*s.*; 85, 12*s.*; 84, 17*s.*,	21 6 0			
6 do. do. " 78078, 22*s.*; 79, 19*s.*; 80, 17*s*; 81, 15*s.*; 82, 13*s.*; 83, 17*s.*, - - - -	31 16 0			
10 groce slides, each, $\frac{3}{8}$ inch, 5*s.*; $\frac{1}{2}$, 5*s.* 6*d.*; $\frac{3}{4}$, 7*s.*; $\frac{7}{8}$, 7*s.* 6*d.*; $\frac{5}{8}$, 6*s.*; 1, 8*s.*,	19 10 0			
	72 12 0			
5 per cent., - - -	3 12 7			
		68	19	5
2 groce silvered nails, each, 81108, 6*s.* 3*d.*; 09, 6*s.* 9*d.*; 10, 8*s.* 3*d.*; 32, 6*s.* 6*d.*,	2 15 6			
2 do. sadded do. " " 4*s.*; " 4*s.* 6*d.*; " 5*s.* 3*d.*; " 4*s.* 3*d.*,	1 16 0			
2 do. yellow do. " " 3*s.* 9*d.*; " 4*s.* 3*d.*; " 4*s.* 9*d.*; " 4*s.*,	1 13 6			
3 do. silvered do. " 81102, 7*s.* 6*d.*; 20, 8*s.* 3*d.*; 21, 6*s.* 9*d.*; 33, 7*s.* 6*d.*,	4 10 0			
3 do. sadded do. " " 4*s.* 9*d.*; " 5*s.* 3*d.*; " 4*s.* 6*d.*; " 5*s.*,	2 18 6			
3 do. yellow do. " " 4*s.* 6*d.*; " 4*s.* 9*d.*; " 4*s.* 3*d.*; " 4*s.* 9*d.*,	2 14 9			
	16 8 3			
10 per cent., - - -	1 12 10			
		14	15	5
2 groce plated nails, each, 82301, 9*s.*; 02, 9*s.* 6*d.*; 03, 10*s.*; 04, 10*s.* 6*d.*, -	3 18 0			
2 do. do. " 82305, 10*s.* 9*d.*; 12, 12*s.*; 17, 10*s.* 6*d.*; 18, 10*s.*,	4 6 6			
3 do. do. " 82319, 9*s.* 6*d*; 20, 9*s.*; 23, 11*s.* 6*d.*; 34, 6*s.*, -	5 8 0			
3 do. do. " 82335, 7*s.*; 45, 6*s.*; 53, 7*s.*; 56, 10*s.*, - -	4 10 0			
2 3 pair full plated stirrups, each, 82269, 11*s.* 6*d.*; 71, 14*s.*; 66, 11*s.*; 67, 10*s.*,	6 19 6			
3 do. do. do. " 82268, 11*s.*; 57, 8*s.*; 58, 8*s.* 3*d.*; 59, -	5 6 6			
3 do. do. do. " 82260, 8*s.* 6*d.*; 61; 62; 63, 9*s* 6*d.*; 64; 65, 9*s.* 3*d.*,	8 1 3			
3 do. half do. do. " 82269, 8*s.* 6*d.*; 71, 11*s.*; 66, 8*s.*; 67, 7*s* 6*d.*; 68, 8*s.*,	6 9 0			
3 do. do. do. " 82257, 5*s.* 3*d.*; 58, 5*s.* 6*d.*; 59; 60, 5*s* 9*d.*; 61,	4 3 3			
3 do. do. do. " 82262, 5*s.* 9*d.*; 63, 7*s.*; 64; 65, 6*s.* 9*d.*, -	3 19 6			

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2 full plated bits, each, 82248, 14*s.*; 49, 16*s.*; 52, 10*s.*; 41, 14*s.*; 42, -		6	16	0
2 half do. " " 10*s.* 6*d.*; " 12*s.*; " 7*s.*; " 10*s.*; " -		5	1	0
6 full plated snaffles, each, 82213, 3*s.* 6*d.*; 14, 4*s.* 3*d.*; 15, 3*s.* 8*d.*, -		3	8	6
6 half do. " 82213, 2*s.* 6*d.*; 14, 3*s.* 3*d.*; 15, 2*s.* 6*d.*, -		2	10	6
24 full do. " 82216, 3*s.* 4*d.*; 17, 4*s.* 6*d.*; 18, 5*s.*, - -		16	12	0
24 half do. " " 3*s.* " 3*s.* 2*d.*; " 3*s.* 4*d.*, -		11	8	0
12 full do. " 82219, 5*s.* 6*d.*; 20, 5*s.* 9*d.*; 22, 5*s.* 6*d.*, -		10	1	0
12 half do. " " 3*s.* 6*d.*; " 5*s.* 8*d.*; " 3*s.* 6*d.*, -		6	8	0
6, each, half plated, 4*s.* 3*d.*; and full, 6*s.* 3*d.*; 82221, - - -		3	3	0
12, each, half plated bits, 4*s.* 4*d.*; and full, 6*s.* 9*d.*; 82232, - - -		6	13	0
6, each, half plated bits, 7*s.* 6*d.*; and full, 10*s.*; 82233, - - -		5	5	0
24 full plated sharps, each, 82225, 26, 5*s.* 10*d.*, - - - -		14	0	0
24 half do. " " " 3*s.* 10*d.*, - - - -		9	4	0
12 full do. Pelham's, each, 82227, 28, 6*s.* 9*d.*, - - -		8	2	0
12 half do. do. " " " 4*s.* 6*d.*, - - -		5	8	0
36 pair plated spurs, each, 81296, 4*s.*; 97; 99, 4*s.* 3*d.*; 81501, - -		29	14	0
3 pair full plated stirrups, each, 81280, 12*s.* 8*d.*; 81, 10*s.* 4*d.*; 83, 12*s.* 9*d.*; 81276, 8*s.* 8*d.*; 77, 10*s.*; 78, 12*s.* 8*d*; 79, - -		11	19	3
3 pair one side do. " 81280, 8*s.* 8*d.*; 81, 8*s.* 3*d.*; 83, 10*s.* 6*d*; 81276, 7*s.* 2*d.*; 77, 7*s.* 9*d.*; 78, 8*s.* 8*d.*; 79, - -		8	19	0
2 pair full plated stirrups, " 85676, 12*s.* 4*d.*; 77, 14*s.*; 78, 14*s.* 6*d.*; 85679, 16*s.* 6*d.*; 80, 16*s.*; 81; 82, 10*s.* 10*d* ; 83, 12*s.*; 84, 16*s.* 6*d.*; 85, 15*s.* 9*d.*, - - - -		14	8	10
2 do. do. " 85686, 14*s.* 6*d.*; 87, 17*s.*; 88, 8*s.* 6*d.*; 89, 31*s.*,		7	6	0
1 do. do. " 7948, 15*s.* 5*d.*; 49, 16*s.* 3*d.*; 57, 12*s.* 4*d.*; 7945, 16*s.*; 44, 16*s.* 3*d.*; 47, 22*s.* 9*d*; 71, 23*s.*; 7667, 24*s.* 3*d.*; 62; 02, 16*s.*; 7450, 16*s.* 6*d.*; 7504, 12*s.* 4*d.*,		10	15	4

	2 full plated bits and curbs, each,	81237, 13*s.* 10½*d.*; 38, 14*s.* ½*d.*; 39, 11*s.* 2½*d.*; 81241, 13*s.* 3½*d.*; 42, 13*s.* 2½*d.*; 43, 10*s.* 5½*d.*,	7	13	0
4 prs. 1 A.	2 do. do. "	81240, - - - - 9*s.*		18	0
	2 one side plated bits and curbs, "	81237, 10*s* 8½*d.*; 81238, 10*s.* 8½*d.*; 39, 8*s.* 10½*d.*; 41, 10*s.* 8½*d.*; 42, 10*s.* 4½*d.*; 43, 8*s.* 2½*d.*,	5	19	2
	2 one side plated snaffles, "	81240, - - - - 7*s.*		14	0
	2 full plated bits and curbs, "	81230, 12*s.* 10½*d.*; 31; 33, 13*s.* 2½*d.*, -	3	17	11
	2 do. do. "	81244, 16*s.* 7½*d.*; 45, 16*s.* 10½*d.*; 48, 17*s.* 2½*d.*,	5	1	5
	2 one side do. "	81230, 10*s.* ½*d.*; 31; 33, 10*s.* 5½*d.*, -	3	1	1
	2 do. do. "	81244, 13*s.* 10½*d.*; 45, 13*s.* 2½*d.*; 48, 14*s.* 6½*d.*;	4	3	3
3 " 2 A.	2 full plated bits, bradoons, and	curbs, each, 81254, 24*s.* 11½*d.*; 55, 17*s.* 4½*d*; 81257, 20*s.* 11½*d.*; 58, 25*s.* 8½*d.*; 59, 18*s.* 8½*d.*; 60, 16*s.* 5½*d.*; 62, 23*s.* 8½*d.*; 65, 22*s.* 8½*d.*; 66, 19*s.* 9½*d.*; 67, 17*s.* 3½*d.*; 81270, 21*s.* 2½*d.*; 73, 19*s.* 8½*d.*; 74, 20*s.* 11½*d.*; 75, 26*s.* 5½*d.*,	29	14	0
	12 full plated sharps and curbs, 81317,	- - - - 6*s.* 6*d.*	3	18	0
	12 one side do. "	- - - - 4*s.* 8*d.*	2	16	0
2 " 3 A.	12 full plated snaffles, each, 81311, 5*s.*;	18, 4*s.* 6*d.*; 15, 5*s.* 10*d.*, -	9	4	0
	12 one side do. " "	3*s.* 6*d.*; " 3*s.* 1*d.*; " 4*s.* 3*d.*, - -	6	10	0
	6 bbl. mouth full plated snaffles, 81312,	- - - - 8*s.* 6*d.*	2	11	0
	6 do. one side do. "	- - - - 6*s.* 6*d.*	1	19	0
	6 plated snaffles, No. 81227, each, half plated, 7*s.* 4*d.*; and full, 9*s.* 3*d.*, -		4	19	6
7 " 4	2 groce bent buckles, each, ⅝ inch, 17*s.* 6*d.*; ¾, 21*s.*; barred, - -		3	17	0
	2 do. half do. " ⅝ inch, 11*s.*; ½; ⅝, 13*s.*; ¾, 14*s.*; ⅞, 16*s.*; 1, -		8	2	0
	2 do. roller do. " ⅝ inch, 17*s.*; ½; ⅝, 19*s.* 6*d.*; ¾, 20*s.* 6*d.*; ⅞, 23*s.*; 1, 24*s.*,		12	2	0
	5 do. roller do. " ½ inch, 17*s.*; ⅝; ⅝, 19*s.* 6*d.*; ⅞, 23*s.*; ¾, 20*s.* 6*d.*; 1, 24*s.*,		30	5	0
	5 do. shams role, " ½ inch, 11*s.*; ⅝; ⅝, 13*s.*; ¾, 14*s.*; ⅞, 16*s.*; 1, -		20	5	0
			417	14	3
	12½ per cent., - - -		52	4	3
			365	10	0

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					20 dozen 6 barred patent currycombs, - - - - 6*s.* 9*d.*	6 15 0		
					Cask, &c., 29*s.*: freight to Liverpool, weight, 10*cwt.* 2*qrs.* 14⅔*lbs.*, 23*s.* 10*d.*,	2 12 10		
							9 7 10	
								498 15 11
					A. 84.			
					4 groce buttons, each, 79084, 5*s.* 3*d.*; 85, 5*s.* 7*d.*; 86, 6*s.*; 79120, 6*s.* 2*d* ; 21, 6*s.* 6*d.*; 22, 7*s.* 1*d.*, - - - - -	7 6 4		
4	prs.	1	4	do.	do. " 79096, 5*s.* 3*d.*; 97, 5*s.* 7*d.*; 98, 6*s.*; 79106, 5*s.* 6*d.*; 08, 6*s.* 2*d.*; 09, 6*s.* 6*d.*; 128, 6*s.* 2*d.*, - - - -	8 4 8		
3	"	2	5	do.	do. " 79114, 7*s.*; 15, 7*s.* 6*d.*; 16, 8*s.*; 17, 8*s.* 8*d.*, -	7 15 10		
			5	do.	do. " 79090, 5*s.* 9*d.*; 91, 6*s.* 3*d.*; 92, 6*s.* 6*d.*; 93, 7*s.*; 79102, 5*s.* 3*d.*; 03, 6*s.*, - - - - - -	9 3 9		
			5	do.	do. " 79180, 3*s.* 5*d.*; 81, 3*s.* 3*d.*; 82, 3*s.* 6*d.*; 83, 3*s.* 9*d.*; 84, 4*s.*,	4 7 6		
			5	do.	do. " 79185, 3*s.*; 86, 3*s.* 3*d.*; 87, 3*s.* 6*d.*; 88, 3*s.*; 89, 3*s.* 3*d.*; 90, 3*s.* 6*d.*; 91, 3*s.* 9*d.*; 92, 4*s.*, - - -	6 16 3		
2	"	4	5	do.	do. " 79193, 3*s.*; 94, 3*s.* 3*d.*; 95, 3*s.* 6*d.*; 96, 2*s.* 3*d.*; 97, 2*s.* 6*d.*; 98, 2*s.* 9*d.*; 99, 3*s.*; 200, 3*s.* 4*d.*, - - -	5 17 11		
		5	5	do.	do. " 79204, 4*s.* 9*d.*; 05; 06, 5*s.*; 07, 2*s.* 3*d.*; 08, 2*s* 6*d.*,	4 16 3		
2	"	6	3	do.	do. " 79212, 3*s.* 7*d.*; 13, 4*s.*; 14, 4*s.* 3*d.*; 15, 4*s.* 8*d.*; 16, 5*s* ; 17, 6*s.*,	4 2 6		
			5	do.	do. " 79211, 5*s.* 9*d.*; 01, 4*s.* 9*d.*; 02; 28, 2*s.* 10*d.*; 29, 3*s.*,	5 5 5		
4	"	7	5	do.	do. " 79230, 3*s.* 4*d.*; 31, 3*s.* 7*d.*; 36, 3*s.*; 37, 3*s.* 3*d.*, -	3 5 10		
		8	2	do.	do. " 79220, 3*s.* 9*d.*; 21, 4*s.*; 22, 4*s.* 4*d.*; 23, 4*s.* 9*d.*; 24, 4*s.* 2*d.*; 25,	2 10 4		
			3	do.	do. " 78973, 2*s.* 4*d.*; 74, 2*s.* 7*d.*; 77, 2*s.* 9*d.*; 79056, 3*s.* 8*d.*; 57, 4*s.* 2*d.*,	2 6 6		
2	"	9	3	do.	do. " 79059, 3*s.* 8*d.*; 60, 4*s.* 8*d.*; 66, 6*s.*; 67, 6*s.*; 69, 6*s.* 3*d.*,	3 19 9		
			3	do.	do. " 78979, 4*s.*; 80, 4*s.* 6*d.*; 82, 5*s.* 2*d.*; 84, 6*s.*; 94, 4*s.* 6*d.*; 95, 4*s.* 10*d.*, - - - - - -	4 7 0		

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		3	do.	do.	"	78997, 5s. 8d.; 79000, 5s.; 01, 5s. 6d.; 03, 6s. 6d.; 05, 7s. 9d.,	4	11	3	
		3	do.	do.	"	79028, 5s.; 30, 6s.; 32, 7s.; 36, 5s. 6d.; 38, 6s. 6d.; 40, 7s. 8d.; 43, 5s. 8d., - - - - -	6	10	0	
5	" 10	3	do.	do.	"	79045, 7s.; 47, 8s. 9d.; 50, 5s. 6d., - - -	3	3	9	
		4	do.	do.	"	78986, 4s. 8d.; 87, 5s.; 88, 5s. 6d.; 89, 6s.; 90, 6s. 9d.,	5	11	8	
3	" 11	4	do.	do.	"	79014, 5s. 6d.; 15, 6s.; 16, 6s. 9d.; 17, 7s. 3d.; 20, 9s. 3d.,	6	19	0	
							107	1	6	
						5 per cent., - - -	5	7	1	
										101 14 5
		3	do.	do.	"	77899, 2s.; 900, 2s. 3d.; 01, 3s.; 15, 3s. 3d.; 16, 3s. 6d.; 17, 3s. 8d.; 39, 3s. 6d.; 40, 3s. 9d.; 41, - -	4	1	0	
	12	3	do.	do.	"	77923, 3s.; 24, 3s. 4d.; 25, 3s. 7d., - - -	1	9	9	
	13		do.	do.	"	77907, 2s.; 08, 2s. 3d.; 09, 2s. 6d.; 31, 3s. 6d.; 32, 3s. 10d.; 33, 3s. 9d.; 77979, 4s.; 80, 4s. 6d.; 81, 5s., -	4	14	0	
2	" 14	3	do.	do.	"	77903, 4s. 6d.; 04, 4s. 9d.; 05, 5s.; 18, 6s. 6d.; 19, 7s.; 20, 8s.; 21, 9s.; 42, 6s., - - - -	7	12	3	
2	" 15	3	do.	do.	"	77943, 6s. 6d.; 44, 7s.; 45, 8s.; 47, 7s.; 28, 8s.; 29, 9s.; 30, 10s., - - - - - -	8	6	6	
3	" 16	3	do.	do.	"	77910, 3s. 9d.; 11, 4s.; 12, 4s. 6d.; 13, 5s. 6d.; 14, 7s. 6d.; 34, 7s.; 35, 8s.; 36, 8s. 6d.; 37, 9s. 6d.; 38, 10s. 6d.,	10	6	3	
	17	3	do.	do.	"	77947, 3s. 3d.; 48, 3s. 6d.; 49, 4s.; 63, 3s. 9d.; 78006, 3s. 6d.; 77964, 4s.; 65, 5s.; 71, 4s. 9d.; 72, 5s. 3d., -	5	11	0	
	18	3	do.	do.	"	77973, 6s.; 87, 6s. 6d.; 88, 7s.; 89, 7s. 6d.; 78007, 4s.; 08, 3s. 6d.; 77958, 6s.; 59, 7s., - - -	7	2	6	
3	" 19	3	do.	do.	"	77960, 8s.; 61, 9s.; 62, 10s.; 66, 6s. 6d.; 67, 7s.; 68, 9s.; 69; 74, 8s. 6d.; 75, 10s.; 76, 11s., - -	13	4	0	
2	" 20	3	do.	do.	"	77977, 12s.; 90, 13s.; 91, 14s.; 92, 15s.; 93, 16s.; 78040, 11s.,	12	3	0	
3	" 21	3	do.	do.	"	77979, 4s.; 80, 4s. 6d.; 81, 5s.; 78003, 3s. 3d.; 04; 77982, 7s.; 83, 9s.; 84, 10s.; 85, 11s.; 86, 12s.; 78039, 11s.,	12	0	0	
		2	do.	do.	"	77996, 3s. 3d.; 98, 3s. 6d.; 78015, 5s. 6d.; 16; 17, -	2	6	6	

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No. 9.—INVOICE OF MERCHANDISE—Continued.

2 prs.	22	2 groce buttons, each, 77995, 3*s.*; 97, 3*s.* 6*d.*; 78008, - - -	1	0 0
	23	2 do. do. " 77995, 3*s.*; 97, 3*s.* 6*d.*; 78018, 5*s.* 6*d.*; 77996, 3*s.*; 98, 3*s.* 6*d.*; 78015, 5*s.* 6*d.*; 16; 19, - - - -	3	10 0
		2 do. japanned buttons, each, 79542, 1*s.* 6*d.*; 44, 1*s.* 7*d.*; 45, 1*s.* 8*d.*; 46, 1*s.* 9*d.*; 68, 1*s.* 11*d.*; 70, - - - -		19 10
		2 do. do. do. " 79549, 2*s.*; 54, 1*s.* 10*d.*; 55, 2*s.*; 79, 2*s.* 4*d.*; 80, 2*s.* 8*d.*; 89, 2*s.* 6*d.*; 92, 1*s.* 9*d.*; 93, 1*s* 11*d.*,	1	14 0
3	" 24	2 do. do. do. " 79600, 1*s.* 10*d.*; 07, 1*s.* 9*d.*; 595, 2*s.* 1*d.*; 96, 2*s.* 3*d.*; 97; 611, 2*s.* 1*d.*; 12, 2*s.* 3*d.*, - -	1	9 0
	25	2 do. do. do. " 79627, 2*s.* 3*d.*; 28, 2*s.* 5*d.*; 35, 2*s.* 3*d.*; 36; 16, 1*s.* 11*d.*; 18, 2*s.* 2*d.*; 19, 2*s.* 4*d.*, - - -	1	11 2
		2 do. buttons, each, 77269, 6*s.*; 70, 6*s.* 4*d.*; 71, 6*s.* 8*d.*; 72, 7*s.*; 73, 7*s.* 4*d.*; 84, 6*s.* 4*d.*; 85, 6*s.* 8*d.*; 86, 7*s.*; 87, 7*s.* 4*d.*, - -	6	1 4
		2 do. do. " 77291, 7*s.* 6*d.*; 92, 8*s.*; 93, 8*s.* 6*d.*; 94, 9*s.*; 95, 9*s.* 6*d.*; 77305, 14*s.* 6*d.*; 06, 16*s.*; 07, 17*s.*, - - -	9	0 0
		2 do. do. " 77308, 18*s.*; 09, 19*s.*; 14, 6*s.*; 15, 7*s.*; 16, 7*s.* 6*d.*; 30, 6*s.*; 31, 7*s.*; 32, 7*s.* 6*d.*; 11, 3*s.* 4*d* ; 12, 3*s.* 8*d.*, -	8	10 0
		2 do. do. " 77327, 3*s.* 4*d.*; 28, 3*s.* 8*d.*; 43, 7*s.* 6*d.*; 44, 8*s.* 6*d.*; 36, 3*s.* 3*d.*; 37, 3*s.* 6*d.*; 38, 3*s.* 9*d.*; 58, 3*s.* 3*d.*; 59, 3*s.* 6*d.*, -	4	0 6
6	" 26	2 do. do. " 77360, 3*s.* 9*d.*; 276, 7*s.* 4*d.*; 77, 7*s.* 6*d.*; 78, 8*s.*; 79, 8*s.* 6*d.*; 97; 98, 9*s.*; 99, 9*s.* 6*d.*; 300, 10*s.* 6*d.*, - -	7	4 6
	27	2 do. do. " 77301, 11*s.* 6*d.*; 22, 7*s.*; 23, 8*s.*; 24, 8*s.* 6*d* ; 25, 9*s.*; 77283, 9*s.* 6*d.*,	5	0 0
2	" 28	3 do. do. " 88910, 3*s.* 6*d.*; 11, 3*s.* 9*d.*; 12, 4*s.* 3*d.*; 35, 4*s.*; 36, 4*s.* 6*d.*; 37, 5*s.*; 54; 55, 6*s.*; 56, 6*s.* 6*d.*; 57, 7*s.*; 65, 7*s.* 6*d.*; 66, 8*s.* 6*d.*; 67, 9*s.* 6*d.*, - - - -	11	5 0
	29	3 do. do. " 88915, 3*s.* 6*d.*; 16, 3*s.* 9*d.*; 17, 4*s.* 3*d.*; 30, 4*s.*; 31, 4*s.* 6*d.*; 32, 5*s.*; 50; 51, 5*s.* 6*d.*; 52, 6*s.*; 53, 7*s.*; 60, 6*s.* 6*d.*; 61, 7*s.*; 62, 7*s.* 6*d.*, - - - - -	10	8 6

		30	2	do.	do.	"	88982, 6s. 6d.; 83, 7s. 6d.; 85; 86; 87; 88, -	6	12	0	
	2	" 31	3	do.	do.	"	88920, 3s. 9d.; 21, 4s.; 22, 4s. 6d.; 25, 3s. 9d.; 26, 4s., 27, 4s. 6d.; 40, 5s.; 41, 5s. 6d.; 42, 6s.; 45, 5s.; 46, 5s. 6d.; 47, 6s., - - - - -	8	12	6	
	2	" 32	3	do.	do.	"	88975, 6s. 6d.; 76; 77; 78; 72, 5s. 6d.; 73, 6s., -	5	12	6	
		33	3	do.	do.	"	89990, 6s. 6d.; 91, 7s. 6d.; 92, 8s. 6d.; 93, 9s. 6d.,	4	16	0	
	2	" 34	2	do.	do.	"	89004, 11s. 6d.; 05, 12s. 6d.; 06, 13s. 6d.; 07, 14s. 6d.; 11, 13s.; 13, 15s.; 14, 17s.; 15, 14s.; 26, 15s.; 27, 16s.; 28,	15	16	0	
30—8	2	" 35	3	do.	do	"	88997, 7s.; 98, 8s.; 99, 8s. 6d.; 89000, 9s. 6d.; 01, 11s.; 18, 10s.; 19, 11s.; 20, 12s.; 21, 13s.; 22, 14s.; 23, 15s.,	17	17	0	
	2	" 36	2	do.	do	"	89033, 17s.; 34, 18s.; 35, 19s.; 36, 20s. 6d.; 39, 16s. 6d.; 40, 18s.; 41, 19s. 6d.; 42, 21s.; 46, 17s. 6d.; 47, 18s. 6d.; 48, 19s. 6d.; 49, 20s. 6d.; 50, 22s.; 51, 24s., -	27	3	0	
								246	19	7	
							10 per cent., - - -	24	14	0	
											222 5 7
			1	do.	do.	"	77152, 8s. 6d.; 54, 9s. 9d.; 55, 10s. 6d.; 64, 11s.; 66, 13s. 6d.; 70, 11s. 6d.; 71, 12s. 6d.; 72, 13s. 6d.; 82, 15s. 6d.; 83, 17s.; 84, 18s. 6d.; 58, 8s.; 59, 9s.; 60, 9s. 9d.; 61, 10s. 6d.; 77, 11s. 6d.; 78, 12s. 6d.; 77206, 4s. 3d.; 07, 4s. 7d.; 08, 5s.; 10, 5s. 6d.; 11, 6s.; 12, 6s. 6d.; 22, 6s.; 24, 7s.; 27, 7s. 9d.; 28, 8s. 3d.; 38, 5s. 6d.; 14, 5s. 3d.; 15, 5s. 9d.; 16, 6s. 3d.; 18, 5s. 6d.; 19, 6s.; 20, 6s. 6d., -	15	4	7	
							5 per cent., - - -		15	3	
											14 9 4
			Cask, &c., 30s.: freight to Liverpool, weight, 11cwt. 1qr. 14⅔lbs., 25s. 7d.,						-		2 15 7
											341 4 11

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Hogshead A. 85.			
24 teakettles, fast brass handles, each, 2, 4*s.* 3*d.*; 3, 5*s.* 3*d.*; 4, 6*s.* 3*d.*, -	19 0 0		
6 do. do. do. " 5, 7*s.* 4*d.*; 6, 8*s.* 9*d.*, - - -	4 16 6		
90 groce corks, - - - - - - - 2*s.*	9 0 0		
20 dozen 6 barred common japanned currycombs, - - - 3*s.* 6*d.*	3 10 0		
6 teakettles, brass fall handles, No. 2, - - - - 4*s.* 6*d.*	1 7 0		
Hogshead, 14*s.*: freight to Liverpool, weight, 8*cwt.* 1*qr.* 14⅔*lbs.*, 18*s.* 10*d.*,	1 12 10		
		39 6 4	
A. 86.			
24 teakettles, brass fall handles, each, 3, 5*s.* 6*d.*; 4, 6*s.* 7*d.*, - - -	14 10 0		
18 do. do. do. No. 2, - - - 4*s.* 6*d.*	4 1 0		
6 do. do. do. " 5, 7*s.* 8*d.*; 6, 9*s.*, - - -	5 0 0		
70 groce corks, - - - - - - - 2*s.*	7 0 0		
Hogshead, 14*s.*: freight to Liverpool, weight, 6*cwt.* 1*qr.* 14⅔*lbs.*, 14*s.* 4*d.*,	1 8 4		
		31 19 4	
A. 87.			
70 dozen 6 barred patent currycombs, - - - - 6*s.* 9*d.*	23 12 6		
10 do. 8 do. do. - - - - - - 8*s.*	4 0 0		
3 do. 6 do. small japanned currycombs, - - - 3*s.* 6*d.*	10 6		
1⅙ do. 6 do. patent currycombs, - - - - 6*s.* 9*d.*	7 10		
Hogshead, 14*s.*: freight to Liverpool, weight, 1*cwt.* 3*qrs.* 0⅔*lbs.*, 17*s.* 5*d.*,	1 11 5		
		30 2 3	
Cask A. 88.			
40 dozen 6 barred best japanned currycombs, - - - 4*s.*	8 0 0		
30 lbs. white cotton cap wire, on spools, No. 6, - - - 2*s.* 2*d.*	3 5 0		

20 do. do. do. in hanks, No. 6, - - - 2*s.* 2*d.*	2	3	4			
10 do. black do. on spools, 6, - - - 2*s.* 2*d.*	1	1	8			
5 do. do. do. in hanks, 6, - - - 2*s.* 2*d.*		10	10			
2 dozen tutania soup ladles, each, small, 16*s.*; middle, 19*s.*; and large, 21*s.*,	5	12	0			
				20	12	10
4 dozen spring snuffers, each, 77020, 6*s.* 6*d.*; 21, 7*s.*; 22, 7*s.* 6*d.*, - -	4	4	0			
1 do. do. 77025, - - - - -		8	6			
4 do. do. " 77029, 9*s.*; 31, 9*s.* 6*d.*; 33, 10*s.*; 34; 36, 11*s.* 6*d.*; 38, 12*s.*,	12	8	0			
	17	0	6			
5 per cent., - - -		17	0			
				16	3	6
5 groce metal buttons, each, 77598, 1*s.* 7*d.*; 99, 1*s.* 8*d.*; 600, 1*s.* 10*d.*; 01, 2*s.*; 02, 2*s.* 2*d.*; 12, 2*s.*; 13, 2*s.* 3*d.*; 14, 2*s.* 6*d.*, -	4	0	0			
5 do. do. " 77837, 2*s.* 6*d.*; 34, 2*s.* 8*d.*; 77603; 04, 3*s.*, -	2	14	2			
4 do. do. " 77632, 2*s.* 4*d.*; 33, 2*s.* 6*d.*; 77605, 3*s.* 4*d.*; 06, 3*s.* 8*d.*,	2	7	4			
5 do. do. " 77636, 3*s.* 6*d.*; 38, 4*s.*; 49; 50, 4*s.* 6*d.*; 77743, 2*s.* 4*d.*; 62, 4*s.*,	5	11	8			
	14	13	2			
10 per cent., - - -	1	9	4			
				13	3	10
24 dozen brass butt hinges, each, 860, 1*s.* 3½*d.*; 862, 1*s.* 7*d.*; 863, 1*s.* 11*d.*; 874, 12*s.* 3*d.*,	20	9	0			
30 do. do. do. " 865, 2*s.* 6½*d.*; 867, 3*s.* 6*d.*; 869, 4*s.* 5*d.*; 873, 9*s.* 3*d.*,	29	11	3			
50 do. do. do. " 871, 5*s.* 9*d.*; 872, 7*s.* 3*d.*, - - -	32	10	0			
	82	10	3			
20 per cent., - - - -	16	10	0			
				66	0	3
Cask, &c., 19*s.*: freight to Liverpool, weight, 9*cwt.* 1*qr.* 0⅗*lbs.*, 20*s.* 9*d.*, -		-		1	19	9
				118	0	2

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A. 89.			
74 dozen wrought iron, tinned, 2 barred stirrups, No. 3, - - 7*s.* 6*d.*	27 15 0		
Cask, &c., 18*s.*: freight to Liverpool, weight, 6*cwt.* 1*qr.* 0$\frac{2}{3}$*lbs.*, 14*s.* 1*d.*, -	1 12 1		
		29 7 4	
A. 90.			
5 dozen carpenters' hammers, each, 1, 5*s.*; 2, 6*s.* 6*d.*; 3, 8*s.*; 4, 9*s.*, -	7 2 6		
7 do. Kent do. No. 1, - - - - 8*s.*	2 16 0		
8 do. do. do. each, 2, 10*s.*; 3, 12*s.*; 4, 14*s.*, - -	14 8 0		
2 do. do. do. 5, - - - - 16*s.*	1 12 0		
1 do. do. do. 6, - - - - -	18 0		
20 do. do. shoe hammers, 2, - - - - 10*s.* 6*d.*	10 10 0		
10 do. do. 1, 9*s.*; 3, 12*s.*, - - -	10 10 0		
	47 16 6		
7$\frac{1}{2}$ per cent., - - -	3 11 9		
		44 4 9	
Cask, &c., 24*s.*: freight to Liverpool, weight, 12*cwt.* 0*qrs.* 7$\frac{2}{3}$*lbs.*, 27*s.* 2*d.*,	-	2 11 2	
		46 15 11	
A. 91.			
12 pieces worsted shag, viz:			
3 green, 21$\frac{3}{4}$, 22, 21, yards,			
3 yellow, 20, 20$\frac{1}{2}$, 20, yards,			
3 lt. blue, 20, 20, 20$\frac{1}{4}$, yards,			
3 blue, 20, 20, 20$\frac{1}{4}$, yards, } 245$\frac{3}{4}$ yards, - - - 3*s.* 10*d.*	47 2 0		

	3 crimson, 21, 21, 21, yards, 3 scarlet, 20, 20, 21, yards, } 124 yards, - - - 4*s.* 6*d.*	27 18 0		
	12 pieces hair shag, viz: 3 pieces straw, 23, 23, 23¼, yards, 3 pieces green, 23, 23, 23½, yards, 3 pieces yellow, 23, 23, 23, yards, 3 pieces blue, 23, 22, 23¾, yards, } 275½ yards, - - 6*s.* 6*d.*	89 10 9		
	3 pieces crimson, 23, 23½, 23¾, yards, 3 pieces scarlet, 20, 23, 23¾, yards, } 137 yards, - - 7*s.* 4*d.*	50 4 8		
	Wrapper, 9*s.*: freight to Liverpool, weight, 3*cwt.* 3*qrs.* 21*lbs.*, 12*s.* 10*d.*, -	1 1 10		
			215 17 3	
	A. 92.			
E. & C.	90 dozen wrought iron, tinned, 2 barred stirrups, No. 3, - - 7*s.* 6*d.*	33 15 0		
	Cask, &c., 20*s.*: freight to Liverpool, weight, 7*cwt.* 1*qr.* 21⅔*lbs.*, 16*s.* 10*d.*,	1 16 10		
			35 11 10	
	A. 93.			
E. & C.	87 dozen wrought iron, tinned, 2 barred stirrups, No. 3, - - 7*s.* 6*d.*	32 12 6		
	Cask, &c., 19*s.*: freight to Liverpool, weight, 7*cwt.* 0*qrs.* 14⅔*lbs.*, 16*s.*, -	1 15 0		
			34 7 6	
	Cask B. 10.			
	12 dozen cast steel pit-saw files, each, 80807, 5*s.* 3*d.*; 08, 4*s.* 9*d.*, - -	6 0 0		
	12 do. do. hand-saw blunts, each, 80812, 4*s.* 4*d.*; 13, 3*s.* 9*d.*; 14, 3*s.*,	6 13 0		
	12 do. do. do. sharps, " 80817, 3*s.* 9*d.*; 18, 3*s.* 8*d.*; 19, 2*s.* 8*d.*,	5 13 0		
	12 do. do. do. do. " 80824, 2*s.* 9*d.*; 25, 3*s.*; 26, 3*s.* 6*d.*,	5 11 0		
	12 do. do. do. blunts, " 80830, 3*s.*; 31, 3*s.* 6*d.*; 32, 3*s.* 8*d.*,	6 2 0		
	12 do. do. pit-saw files, " 80837, 5*s.*; 38, 5*s.* 9*d.*; 39, 6*s.* 9*d.*,	10 10 0		
	12 do. do. 3 squares, 80840, - - - 12*s.* 8*d.*	7 12 0		
	12 do. do. mill-saw files, 80844, - - - 12*s.* 8*d.*	7 12 0		

4 dozen cast steel flat files, 80846, - - - - - 15*s.* 4*d.*	3 1 4		
	58 14 4		
7½ per cent., - - -	4 8 1		
		54 6 3	
10 dozen brass inkstands, each, 80751, 13*s.*; 52, 8*s.*; 53, 6*s.*, - -	13 10 0		
6 do. refined cast steel whip-saw files, each, 80755, 6*s.*; 56, 5*s.* 3*d.*, -	3 7 6		
6 do. do. do. saw files, " 80761, 3*s.* 4*d.*; 62, 4*s.*, -	2 4 0		
6 do. do. do. do. " 80766, 3*s.*; 67, 3*s.* 4*d.*, -	1 18 0		
12 do. cast steel files, 80790, - - - - 5*s.* 3*d.*	3 3 0		
9 do. do. do. 80791, - - - - 6*s.*	2 14 0		
15 do. do. do. 80792, - - - - 7*s.*	5 5 0		
12 do. do. do. 80793, - - - - 8*s.*	4 16 0		
12 do. do. do. each, 80796, 3*s.* 4*d.*; 97, 4*s.*; 98, 4*s.* 8*d.*, - -	7 4 0		
5 do. leather inkstands, 80735, - - - - 4*s.* 9*d.*	1 3 9		
14 do. do. do. 80741, - - - - 8*s.* 6*d.*	5 19 0		
2 do. do. do. 80742, - - - - 5*s.* 9*d.*	11 6		
6 do. do. do. 80740, - - - - 7*s.* 6*d.*	2 5 0		
3 do. do. do. 80742, a, - - - - 6*s.* 6*d.*	19 6		
1 do. do. do. 80738, - - - - 9*s.* 6*d.*	9 6		
5 do. razor cases, each, 1, 3*s.* 9*d.*; 2, 4*s.* 9*d.*, - - -	2 2 6		
Cask, 15*s.*: freight to Liverpool, 6*cwt.* 2*qrs.* 14*lbs.*, 23*s.* 3*d.*, - -	1 18 3		
		59 10 6	
		113 16 9	
A. 94.			
5 dozen 10 inch Banbury stock-locks, - - - - 17*s.*	4 5 0		
1 do. 11 inch do. do. - - - - - -	1 0 0		

½	do.	12 inch	do.	do. - - - - -	24s.	12 0	
							5 17 0
10	do.	bright augers, each, ½ inch, 6s.; ⅝, 7s. 6d.; ¾, 9s.; 1, 12s.,			-	17 5 0	
				10 per cent., - -	-	1 14 6	
							15 10 6
6	do.	wrought H⌐ hinges, 10 inch, - - - -			16s.	4 16 0	
12	do.	do. do. each, 11 inch, 19s.; 12, 24s.,			- -	4 6 0	
10	do.	chest hinges, 10 inch, - - - - -			8s.	4 0 0	
						13 2 0	
				20 per cent., - -	-	2 12 5	
							10 9 7
		Cask, &c., 15s.: freight to Liverpool, 7cwt. 0qrs. 14⅔lbs., 16s.,			- -	-	1 11 0
							33 8 1

A. 95.

4 prs.	1	4	groce buttons, each, 88724, 4s.; 25, 4s. 6d.; 35, 4s.; 36, 4s. 6d.; 37, 5s.; 68, 5s. 9d.; 69, 6s. 4d., - - - - -			6 16 4	
3 "	2	4	do. do. " 88746, 4s. 6d.; 47, 5s.; 48, 5s. 4d.; 49, 6s.; 66, 5s.; 67, 5s. 4d.,			6 4 8	
3 "	3	4	do. do. " 88727, 4. 2d.; 28, 4s. 8d.; 32, 4s. 3d.; 33, 4s 8d.; 34, 5s. 3d.; 51, 5s. 9d., - - - - -			5 15 0	
3 "	4	4	do. do. " 88752, 6s. 4d.; 53, 7s. 4d.; 70, 6s.; 71, 6s. 6d.; 72, 7s.; 87, 8s. 4d., - - - - -			8 6 0	
3 "	5	4	do. do. " 88740, 8s.; 42, 9s.; 44, 10s. 6d.; 61; 63, 13s.; 64, 14s.,			13 0 0	
5 "	6	4	do. do. " 88781, 12s.; 83, 15s.; 84, 16s.; 95, 13s. 6d.; 96, 14s. 6d.; 97, 13s. 6d.; 98, 14s. 6., - - -			19 16 0	
		4	do. do. " 88800, 12s. 6d.; 04, 17s.; 05, 18s., - - -			9 10 0	
7 "	7	4	do. do. " 88741, 7s. 6d.; 43, 9s.; 45, 9s. 9d.; 54, 7s. 6d.; 55, 8s. 6d.; 56, 9s. 6d., - - - - -			10 7 0	

	4 groce buttons, each, 88757, 10*s.*; 58, 11*s.*; 76, 11*s.*; 77, 12*s.*; 78, 13*s.*; 79, 14*s.*; 59, 12*s.*, - - - - - - -	16 12 0		
8	3 do. do. " 88788, 4*s.* 6*d.*; 89, 5*s.* 3*d.*; 90, 5*s.*; 91, 5*s.* 9*d.*, -	3 1 6		
	3 dozen shaving boxes, with glasses, &c., complete, - - 18*s.*	2 14 0		
9	3 groce buttons, each, 77383, 2*s.* 8*d.*; 77366, 4*s.*, - - - -	1 0 0		
4 prs. 10	8 do. do. " 78856, 2*s.* 3*d.*; 58, 2*s.* 7*d.*; 68, 1*s.* 5*d.*; 62, 2*s.* 1*d.*; 63, 2*s.* 3*d.*; 81, 1*s.* 9*d.*; 904, 4*s.* 9*d.*; 854, 1*s.* 4*d.*, - -	7 12 0		
11	5 do. do. " 78898, 4*s.* 9*d.*; 78931, 3*s.* 4*d.*, - - -	2 0 5		
12	6 do. do. " 78861, - - - - - 2*s.* 1*d.*	12 6		
			113 7 5	
4 " 13	4 dozen spring snuffers, each, 77024, 8*s.*; 27, 8*s.* 6*d.*; 35, 11*s.*; 39, 13*s*, -	8 2 0		
14	3 do. do. do. " 77025, - - - - 8*s.* 6*d.*	1 5 6		
	3 groce glass buttons, each, 79638, 3*s.* 9*d.*; 39, 5*s.*; 40, 3*s.* 6*d.*; 46, 5*s.*; 51, 4*s.*; 53,	3 15 9		
	3 do. do. " 79656, 3*s.* 6*d.*; 58, 5*s.*; 62; 84, 4*s.*; 78, 5*s.*; 81, 6*s.*,	4 5 6		
15	3 do. buttons, each, 85098, 4*s.* 3*d.*; 85102, 5*s.* 4*d.*; 85099, 4*s.* 3*d.*; 103, 5*s.* 4*d.*,	2 17 6		
16	5 do. metal buttons, each, 77624, 2*s.* 2*d.*; 25, 2*s.* 4*d.*; 77838, 2*s.* 8*d.*; 47, 2*s.*; 49, 2*s.* 4*d.*, - - - - -	2 17 6		
	5 do. do. " 77859, 1*s.* 10*d.*; 60, 2*s.*; 77643, 2*s.* 6*d.*; 44, 2*s.* 8*d.*; 45, 2*s.* 10*d.*, - - - - -	2 19 2		
17	1 do. do. " 77632, 2*s.* 4*d.*; 33, 2*s.* 6*d.*; 77605, 3*s.* 4*d.*; 06, 3*s.* 8*d.*,	11 10		
7 " 18	5 do. do. " 77646, 3*s.*; 57, 2*s.* 10*d.*; 58, 3*s.*; 65, 3*s.* 2*d.*; 72, 1*s.* 9*d.*,	3 8 9		
	5 do. do. " 77674, 2*s.*; 75, 2*s.* 2*d.*; 87, 2*s.* 5*d.*; 98, 2*s.* 4*d.*; 77700, 2*s.* 10*d.*, - - - - -	2 18 9		
	5 do. do. " 77710, 2*s.* 5*d.*; 11, 2*s.* 7*d.*; 20, 2*s.*; 22, 2*s.* 4*d.*; 23, 2*s.* 6*d.*,	2 19 2		
	5 do. do. " 77724, 2*s.* 8*d.*; 33, 2*s.*; 35, 2*s.* 6*d.*; 44; 45, 2*s.* 8*d.*,	3 1 8		
	5 do. do. " 77746, 2*s.* 10*d.*; 68, 2*s.* 4*d.*; 670, 4*s.* 3*d.*; 71, 1*s.* 8*d.*; 94, 4*s.* 9*d.*, - - - - -	3 19 2		
19	5 do. do. " 77695, 1*s.* 10*d.*; 804, 2*s.* 6*d.*; 06, 2*s.* 10*d.*, -	1 15 10		

5	"	20	5	do.	do.	"	77607, 4s.; 15, 3s.; 16, 3s. 3d.; 17, 3s. 6d.; 18, 3s. 9d.,	4 7 6	
			5	do.	do.	"	77828, 3s. 3d.; 29, 3s. 8d.; 39, 3s. 4d.; 41, 3s. 10d.; 43, 4s. 6d., - - - - -	4 12 11	
			5	do.	do.	"	77851, 3s. 2d.; 52, 3s. 4d.; 53, 3s. 8d.; 54, 4s.; 55, 4s. 4d.,	4 12 6	
			5	do.	do.	"	77863, 3s.; 64, 3s. 4d.; 65, 3s. 8d.; 67, 4s. 4d.; 77635, 3s. 3d., - - - - -	4 7 11	
5	"	21	5	do.	do.	"	77637, 3s. 9d.; 47, 3s. 8d.; 48, 3s. 10d.; 60, 3s. 9d.; 61, 4s., - - - - -	4 15 0	
			5	do.	do.	"	77662, 4s. 6d.; 63, 5s. 3d.; 77, 3s.; 78, 3s. 4d.; 79, 3s. 8d., - - - - -	4 18 9	
			5	do.	do.	"	77681, 4s. 4d.; 90, 3s. 6d.; 92, 4s.; 77702, 3s. 6d.; 04, 4s. 3d., - - - - -	4 17 11	
			5	do.	do.	"	77706, 5s.; 15, 4s.; 17, 4s. 10d.; 25, 3s. 6d.; 26, 3s. 8d.,	5 5 0	
8	"	22	5	do.	do.	"	77727, 4s., 28, 4s. 4d.; 29, 4s. 9d; 38, 3s. 8d.; 40, 4s. 4d.,	5 5 5	
			5	do.	do.	"	77741, 4s. 8d.; 49, 4s.; 50, 4s. 2d.; 52, 4s. 10d.; 54, 5s. 9d., - - - - -	5 17 1	
			5	do.	do.	"	77761, 3s. 9d.; 72, 3s. 8d.; 74, 4s. 4d.; 84, 4s. 3d.; 86, 5s., - - - - - -	5 5 0	
			5	do.	do.	"	77799, 6s.; 800, 6s. 6d.; 07, 3s. 8d.; 08, 4s.; 11, 4s. 6d.,	6 3 4	
4	"	23	5	do.	do.	"	77812, 5s.; 18, 4s. 6d.; 19, 4s. 9d.; 77768, 3s. 4d.; 69, 3s. 9d., - - - - -	5 6 8	
								110 13 1	
							10 per cent., - - -	11 1 4	
									99 11 8
			10	dozen brass commodes, each,			11026, 4s.; 27, 4s. 6d., - - -	4 5 0	
			10	do.	do.	"	11023, 5s.; 31, 6s., - - -	5 10 0	
			6	groce thimbles,		"	60000, 12s.; 40010, 10s., - - -	6 12 0	
								16 7 0	
							17½ per cent., - - -	2 17 3	
									13 9 8

30—9

65

12 dozen brass handles, O. C. Rose's, each, 5122, 2*s.* 8*d.*; 23, 2*s.* 10*d.*; 24, 3*s.* 4*d.*; 25, 3*s.* 7*d.*; 26, 4*s.* 4*d.*, -	10	1	0
12 do. do. hinges, each, 860, 1*s.* 3½*d.*; 863, 1*s.* 11*d.*; 864, 2*s.* 1½*d.*; 868, 3*s.* 10*d.*; 870, 4*s.* 10*d.*; 866, 3*s.*; 865, 2*s.* 6½*d.*, -	11	14	6
6 do. do. do. " 2023, 2*s.* 9*d.*; 24, 3*s.* 6*d.*; 25, 4*s.* 3*d.*; 26, 5*s.* 6*d.*; 27, 6*s.* 9*d.*, - - - - -	6	16	6
12 do. commode nobs, each, 7951, 6*s.*; 52, 5*s.*; 53, 4*s.* 3*d.*, - -	9	3	0
12 do. do. " 8468, 6*s.*; 69, 5*s.*; 70, 4*s.* 3*d.*; 71, 3*s.* 6*d.*; 72, 2*s.* 9*d.*,	12	18	0
12 do. do. " 8474, 7*s.*; 75, 6*s.* 2*d.*; 67, 7*s.*; 8078, 7*s.*; 8777, 6*s.*; 8776, 7*s.*, - - - - -	24	0	0
	74	13	0
20 per cent., - - -	14	18	7
			59 14 5
Cask, &c., 22*s.*: freight to Liverpool, weight, 12*cwt.* 2*qrs.* 0⅔*lbs.*, 28*s.* 1*d.*,	-		2 10 1
			288 13 5
A. 96.			
5 M. gun flints, each, 61, 8*s.*; 60, 9*s.*, - - - - -	4	5	0
7 M. do. 80662, - - - - - 6*s.* 6*d.*	2	5	6
20 M. do. 80656, - - - - - 12*s.*	12	0	0
2 M. do. " 80654, 14*s.*; 53, 18*s.*; 58; 52, 20*s.*; 67, 25*s.*, -	9	10	0
1 M. do. " 80660, - - - - - -	3	0	0
4 dozen gun locks, 85690, - - - - - - 28*s.*	5	12	0
2 do. do. 85691, - - - - - - 38*s.*	3	16	0
3 do. do. each, 85692, 44*s.*; 93, 53*s.*, - - - -	14	11	0
1 do. do. " 85694, 78*s.*; 95, 88*s.*; 96, 96*s.*; 97, 106*s.*, -	18	7	0
1 do. carbine locks, 100, - - - - - -	4	8	0

	Part Order in Council, &c., - - - - - -	2 5 0		
	Cask, 15*s.*: freight to Liverpool, weight, 6*cwt.* 3*qrs.* 7*lbs.*, 15*s.* 3*d.*, -	1 10 3		
			81 9 9	
	Cask B. 11.			
E. & C.	12 dozen mill-saw files, 12 inch, - - - - - 13*s.* 9*d.*	8 5 0		
	12 do. cast steel flat files, 12 inch, - - - - 15*s.* 4*d.*	9 4 0		
	8 do. do. do. 11 inch, 2d cut, - - - - 15*s.* 4*d.*	6 2 8		
		23 11 8		
	7½ per cent., - - -	1 15 4		
			21 16 4	
	Cask, 5*s.* 6*d.*: carriage to Liverpool, 2*cwt.* 2*qrs.* 11*lbs.*, 9*s.*, - -	-	14 6	
			22 10 10	
	A. 97.			
	14½ dozen small size, 6 barred, japanned currycombs, - - 3*s.* 6*d.*	2 10 9		
	12 do. tinned, 2 barred stirrups, 3, - - - - 7*s.* 6*d.*	4 10 0		
	12 do. spoon-end snaffiles, each, 1, 5*s.*; 2, 5*s.* 6*d.*; 3, 6*s.*, - -	9 18 0		
	24 groce polished head and throat buckles, - - - - 4*s.* 6*d.*	5 8 0		
	4 dozen steel snuffers, each, 81190, 14*s.*; 92, 19*s.*; 94, 24*s.* 6*d.*, - -	11 10 0		
	2 do. do. " 81188, 9*s.* 6*d.*; 89, 11*s.* 6*d.*; 91, 16*s.* 6*d.*; 93, 23*s.*; 95, 26*s.*,	8 13 0		
	1 do. do. " 81196, 29*s.* 6*d.*; 201, 35*s.*; 202, 37*s.*; 81197, 29*s.* 6*d.*,	6 11 0		
	2 do. do. 81198, - - - - - 31*s.*	3 2 0		
			52 2 9	
	20 groce metal buttons, each, 79302, 1*s.* 6*d.*; 03, 1*s.* 7*d.*; 06, 2*s.* 4*d.*, -	5 8 0		
	10 per cent., - - -	10 10		
			4 17 6	
	Cask, &c., 15*s.*: freight to Liverpool, 5*cwt.* 0*qrs.* 0*lbs.*, 11*s.* 3*d.*, - -	-	1 6 3	
			58 6 6	

Brought forward.

Amount of cask A. 63,			69 14 2
Do.	A. 64,		87 12 5
Do.	case A. 65,		17 13 6
Do.	cask A. 65,		46 7 7
Do.	A. 66,		69 12 1
Do.	A. 67,		182 8 9
Do.	A. 68,		68 3 9
Do.	A. 69,		198 1 7
Do.	A. 70,		109 8 6
Do.	A. 71,		56 8 4
Do.	A. 72,		25 6 0
Do.	A. 73,		53 4 1
Do.	A. 74,		39 4 7
Do.	A. 75,		100 3 1
Do.	A. 76,		27 6 2
Do.	A. 77,		35 16 3
Do.	A. 78,		85 0 0
Do.	A. 79,		74 12 1
Do.	A. 80,		98 18 11
Do.	A. 81,		80 14 5½
Do.	A. 82,		122 9 1
Do.	A. 83,		498 15 11
Do.	A. 84,		341 4 11
Do.	hogshead A. 85,		39 6 4
Do.	A. 86,		31 19 4
Do.	A. 87,		30 2 3
Do.	cask A. 88,		118 0 2
Do.	A. 89,		29 7 1
Do.	A. 90,		46 15 11
Do.	wrapper A. 91,		215 7 3
Do.	cask A. 92,		35 11 10
Do.	A. 93,		34 7 6
Do.	A. 94,		33 8 1
Do.	A. 95,		288 13 5
Do.	A. 96,		81 9 9
Do.	A. 97,		58 6 6
Do.	B. 1,		52 4 3
Do.	B. 10,		113 16 9
Do.	B 11,		22 10 10
Do.	4 casks nails, No. 1 a 4,		40 4 11
Do.	12 do sad irons &c., D No. 1 a 12,		43 6 6
Do.	6 bundles fry pans,		7 8 0
			3,811 2 10
	Export duty, 1 per cent.,		38 2 2
Insurance to Liverpool ½, and against pilferage ¼, is ¾ per cent.,			28 11 7
Shipping, port charges, bills lading,			17 5 0
			3,895 1 7

Brought forward.

Commission, 5 per cent.; 6 months' credit, bill at 60 days' date, or cash in England in nine months, charging interest for all time taken above, - - - - - -				194	15 1
				4,089	16 8
Insurance on £4,317, at 40*s.* per cent., -	86	6	10		
Duty, £11; commission, making ½ per cent., £21 11 9, - - - - - -	32	11	9		
				118	18 7
				4,208	15 3
Discount for cash, 7½ per cent., -				315	13 1
				£3,893	2 2

E. E.—£3,893 2 2

S. R. & Co.

And also offered in evidence to the jury the following letters, directed by the plaintiffs to the said Eichelberger and Clemm, and J. & W. Eichelberger:

No. 10.

Original p. Good Friends, cartel.

(*Duplicate.*)

BIRMINGHAM, *9th August*, 1813.

Messrs. EICHELBERGER & CLEMM.

Gentlemen: We wrote you the 25th of May, and intended, by this opportunity, to hand you an invoice of the packages of assorted goods, but want of time prevents us: the whole are put up, and we have made some little progress with your general order, as the leisure now afforded will enable us to see to the quality of articles, more than can possibly be done in the time of brisk trade. The prices are also lower now than they will be when intercourse is restored. We fear the prospect of a fall shipment is now gone by; but we shall hold ourselves in readiness for the earliest in the spring, when we hope the much desired opening will take place. Should you feel disposed to make a remittance, you will reap the advantage of a saving in the duties, on your side the water, by our deducting 7½ from foot of invoice, for prompt payment; and we expect, also, the exchange is more favorable now than it will be.

With best respects, we are, gentlemen,

Your obedient servants,

SCHOLEFIELD, REDFERN, & Co.

No. 11.

BIRMINGHAM, 1*st Dec'r*, 1813.

Messrs. EICHELBERGER & CLEMM.

Gentlemen: We annex a copy of our last, of 3d ultimo, also duplicate of the invoices; in which you will find a cask marked C. 4, that was omitted,

by mistake, in the original. You will observe that very nearly half of your general order is executed; and we feel daily more and more convinced that goods must soon be materially advanced. We have now to announce of £15 per ton on copper, and £10 per ton on brass. Tin is likewise risen, but we do not know how much: and in answer to an inquiry about the price of some shot we wish now to purchase, the manufacturer refuses to affix a price, saying lead is risen; but does not say how much. Iron is spoken of likewise; and we shall not be surprised to hear of an immediate advance on this article. It is most gratifying to us to have to say, that with a very brisk demand for goods there is a superabundance of provisions, which are consequently selling extremely low. To-day we are informed that our government has formally declined any mediation or interference whatever on the part of Russia, in the settlement of the dispute between our two countries: thus the war is likely to be carried on, till one of the parties are sick of it; and unless the tide of affairs on the continent takes some awkward and unforeseen turn, we do not doubt of the American war becoming popular in this country.

We are, respectfully, gentlemen,
Your obedient servants,
SCHOLEFIELD, REDFERN, & Co.

Cottons have advanced 20 to 40 per cent.; woollens materially.

(*Duplicate referred to.*)

BIRMINGHAM, *3d November*, 1813.

Messrs. EICHELBERGER & CLEMM.

Gentlemen: No conveyance has offered since the date of our last, of 9th August; and we are quite uncertain as to the time when the present will be forwarded. A friend has offered to take charge of this, but opportunities are very rare; and we know not when or by what vessel any of our letters sail. We are equally inconvenienced for want of advices from the United States: our agent, Mr. Synam's last date, being so far back as June 1st. When this disagreeable state of things will end, God only knows. One party or the other must give way; and we feel quite confident our own government will neither advance nor recede, for there is perfect unanimity in the country, and abundance of trade has lately flowed in from all quarters. Provisions, too, are vastly low in price, and there is full work for all classes of laborers. Indeed, most kinds of goods are advancing, and we find workmen becoming daily more saucy. Under the expectation of this happening, we determined to put in hand a proportion of your general order, agreeable to the intimation in our last, and we include the same in the annexed invoice; for which we feel assured we shall be entitled to your thanks. Should you, however, be of a different opinion, you will of course give us the earliest notice possible, that we may dispose of these goods through a different channel.

Congratulating you on the recent favorable turn of political affairs on the continent, we are, with esteem, gentlemen, your obedient servants,

SCHOLEFIELD, REDFERN, & Co.

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No. 12.

(*Duplicate.*)

BIRMINGHAM, *15th January*, 1814.

Messrs. EICHELBERGER & CLEMM.

Gentlemen: We had the pleasure of addressing you on the 1st ultimo, and are since without your favors. What we ventured to predict is now occurring; and many articles have already risen in price, and others are expected to rise. Should no alteration take place in the course of public affairs, there is every reason to look for a brisk demand for our manufactures, from the continent, which will cause the prices not only to look up, but to continue high. You are already apprised of the effect on the Manchester and other markets, and it is reasonable to suppose that hardware will take a similar turn. We shall not be surprised if the articles in our invoice will average an advance of 10 a 15 per cent. by the time they are shipped; in which case we trust you will see the advantage of remitting for the invoice, which at present belongs to us, as otherwise we shall be entitled to such prices as are current at the period of shipment. We doubt not you will embrace the present offer, as it holds out so material a benefit to you, with scarcely a single risk, and the certain profit in exchange.

As the demand for the United States for many of our articles will be very extensive, we hope to be favored with a further order from you; and wishing you the compliments of the season, we are, respectfully, gentlemen, your most obedient servants,

SCHOLEFIELD, REDFERN, & Co.

No. 13.

(*Duplicate.*)

BIRMINGHAM, *22d June*, 1814.

Messrs. EICHELBERGER & CLEMM.

Gentlemen: Our last was dated January 15th; and we are, within these few days, favored with yours of 5th May, covering—

Clagett on Clagett,	-	-	-	-	-	700
Reubell on Hoffman,	-	-	-	-	-	729 7 11

together £1,429 7 11, which, when paid, will appear at your credit, with our best thanks. Mr. Clagett's bill is accepted, but we are not yet advised of the other. The intelligence of facilities being afforded for the importation of goods, excited hopes which were very speedily repressed, by the tidings of Sir Alexander Cochran's extended blockade. We are still inclined to believe that the adjustment of all differences between our respective countries is not far distant; and you may rely that we shall give prompt attention to the shipment of your goods, the moment it may be considered safe to do so.

We notice your intention of writing again, which we shall be happy to receive; and begging you to accept the assurances of our esteem, we are, respectfully, sirs, your humble servants,

SCHOLEFIELD, REDFERN, & Co.

June 24th, Reubell on Hoffman is also accepted.

BIRMINGHAM, *25th July*, 1814.

Messrs. EICHELBERGER & CLEMM.

Gentlemen: We had this pleasure the 22d ult., and have now to acknowledge receipt of yours of 6th June, covering Nathan Levering on Cropper,

Benson, & Co., £500, which is duly honored, and will be placed at your credit when mature; and we return our best thanks for the same. It gives us pleasure to say, that we begin to entertain more favorable hopes than heretofore of the prospect of peace between our two countries. We sincerely wish, for your sake as well as our own, that we may not be disappointed in this expectation; and remain, respectfully, gentlemen, your humble servants,

SCHOLEFIELD, REDFERN, & Co.

No. 14.

BIRMINGHAM, *August* 15, 1814.

Messrs. EICHELBERGER & CLEMM.

Gentlemen: Our last respects were dated the 25th ultimo, and we were yesterday favored with yours of 18th and 29th of June. The bill on Barings is sent for acceptance; and the amount, £1000, will appear in due course at your credit, with our especial thanks. Your order, with the curtailments of the latter date, shall be put in hand immediately; and you may confidently look for the goods with the first that are shipped after the opening, which we really think is not far distant. We are flattered by your friendly intention of increasing your business with us; and in return, we beg to assure you that no endeavors on our part shall be wanting to merit a continuance of your favorable opinion, nor can we entertain the slightest doubt of the punctuality of your payments, whilst we have hitherto had so many proofs of the contrary.

With every regard, we are, gentlemen,
Your humble servants,
SCHOLEFIELD, REDFERN, & Co.

No. 15.

(*Duplicate.*)

BIRMINGHAM, 1*st October*, 1814.

Messrs. EICHELBERGER & CLEMM.

Gentlemen: An opportunity now offering by a vessel going to the United States, we avail ourselves of it to annex a triplicate of our last advices of 15th August; since which, we have been informed of your bill on Barings meeting due honor. The negotiation at Ghent, we are sorry to say, seems to make but little progress; and we entertain faint hopes of a favorable issue to it. The news from Washington is thought by some to be likely to produce peace; but, in our judgment, it is quite as probable to retard as to accelerate this desirable event. The prices of goods continue pretty satisfac tory with us, in consequence of the American trade not opening as was expected; but it appears to us the manufacturers are waiting for this opportunity.

We are, with esteem, gentlemen,
Your humble servants,
SCHOLEFIELD, REDFERN, & Co.

P. S.—October 20th, no alteration for the better. Things look as gloomy as they well can do, and we think peace is far distant as ever. Mr. E. will regret to hear that our friend, Thomas Cotterill, broke his leg lately by falling from a stage coach: he is since doing very well.

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No. 16.

BIRMINGHAM, *February* 4, 1815.

Messrs. EICHELBERGER & CLEMM.

Gentlemen: We wrote you November 10th, of which copy is annexed, and are since without your favors. We discover an error in the invoice, cask A. 62, in charging the York-eye stirrups 7*s.* 6*d.* instead of 9*s.* 6*d.*; which will be corrected in the duplicate. Availing ourselves of a vessel going to Bermuda, we beg to acquaint you that we are occupied with the completion of your order, which will be shipped by one of the earliest American vessels that will depart after the ratification reaches this country.

Congratulating you on the happy change of affairs, we are, respectfully, gentlemen, your humble servants,

SCHOLEFIELD, REDFERN, & Co.

(*Duplicate.*)

BIRMINGHAM, *Nov'r* 10, 1814.

Messrs. EICHELBERGER & CLEMM.

Gentlemen: Our last respects were dated 1st ultimo, and we now beg leave to hand you the enclosed invoice. Amount, exclusive of charges, £1,301 7 4. We are promised a conveyance for the present, but we know not by what channel. We are quite at a loss what to conjecture of the negotiation at Ghent, although Heaven knows we are deeply concerned about the issue of it; and are, gentlemen, your humble servants,

SCHOLEFIELD, REDFERN, & Co.

No. 17.

(*Duplicate.*)

BIRMINGHAM, *April* 6, 1815.

Messrs. EICHELBERGER & CLEMM.

Gentlemen: We have your esteemed favor of 22d February this morning, and beg to acquaint you we are exerting our best endeavors to have your orders completed, and shipped by the earliest vessel, for your port. We notice your remarks as to payment; and in the fullest confidence that you will credit our account, should it not be quite convenient to accept the terms, we shall deduct the discount from foot of invoice, to enable you to diminish, as much as possible, your heavy war duties. The polished steel bits and stirrups being articles that require a considerable time to manufacture, cannot be got ready for this spring without risking a late arrival, which, we conclude, you would not wish. We purpose, therefore, forwarding them in the fall, unless, in the mean time, we have your instructions to the contrary.

Expecting shortly to address you again, we are, gentlemen, your most obedient servants,

SCHOLEFIELD, REDFERN, & Co.

No. 18.

BIRMINGHAM, 20*th May*, 1815.

Messrs. EICHELBERGER & CLEMM.

Gentlemen: We had this pleasure the 6th ultimo, since which period we have been waiting most anxiously for an opportunity to ship your goods. There has been an unusual scarcity of vessels, which has not only occasioned

high freights to be demanded, but the owners and consignees have refused to take hardware on board so long as bale goods offered. We indulged a hope of some part of your packages going in the Armata, but they would not take them, whilst dry goods were in plenty at that time. The principal part is now shipping p. the Merchant, and the remainder p. Rising Sun. There will be a further shipment of the gun flints and gun locks soon as we can obtain an Order in Council for them, which is become necessary, since the war in Europe is again decided upon. To give you all the advantages in our power regarding the duties on your side the water, we have deducted the cash discount from foot of each invoice; but as your claim is only for the payment on arrival where the dates conform to such period, you will credit us for the difference between the 7½ per cent. and our commission, the latter being the correct sum. This can be readily arranged betwixt your good selves and our Mr. Lynam, when he next visits Baltimore; and we are sure it will be settled to mutual satisfaction.

Since the date of our last, Mr. William Brown has paid us £900 on your account, for which we return you our best acknowledgments. We state at foot the respective sums, Dr. and Cr.; and renewing the tender of our services, we are, with much esteem, gentlemen, your most obedient servants,

SCHOLEFIELD, REDFERN, & Co.

Invoices enclosed, viz:

1812, July	25,	amount, £128	18	0	This will be to arrange with Mr.
1813, July	20,	" 2,620	0	10	Lynam, as the invoice was in-
1814, August	20,	" 1,341	17	0	cluded in your payment to Mr.
1815, March	10,	" 3,893	2	2	L.

At your credit,	1814, June 24,	by bills,	60 days,	£1,429	7 11
	July 25,	by do.	do.	500	
	Aug. 15,	by do.	do.	1,000	
	1815, May 15,	by cash,		900	

The latter sum was paid at Liverpool, 15th April, but we are charged 30 days for difference of exchange.

N. B.—We hope the reduced costs of freight will be some small recompense for your disappointment.

No. 19.

BIRMINGHAM, *April* 11, 1816.

Messrs. EICHELBERGER & CLEMM.

Gentlemen: It is so long since we were favored with your correspondence, that we naturally feel much concerned about . Should we have given offence, we are perfectly conscious it was without intention. We attribute your displeasure in part to Mr. Brown, whose disposition for monopoly we have unfortunately (though accidentally, in your case) offended. We assure you we much lament the omission of your orders; and in the present needy time, we so much require money, that you will excuse our pressing you for an early remittance; and hoping to receive a favorable answer, we are, gentlemen, your most obedient servants,

SCHOLEFIELD, REDFERN, & Co.

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No. 20.

BIRMINGHAM, 13th August, 1816.

Messrs. J. & W. EICHELBERGER.

Gentlemen: Confirming ours of June 21, we have now to own receipt of your favor of May 20th, and have also to acquaint you that we have a letter from W. & J. Brown & Co., dated 10th instant, directing us to value on them at 2 months' date, to be in cash 15th October, for £513 13 8, which we have accordingly done; and this amount, when at maturity, will be passed to your credit, with our thanks. It will be entirely out of our power to accept your proposal of turning the goods over to Mr. Lynam; nor can it be necessary for us to detail reasons, as you are aware how much the market is already glutted with hardware; the consequence of which is, our friends experience a difficulty in collecting money for remittances, and all seem desirous to curtail their purchases, rather than enlarge them. Under these circumstances, painful as it is to us to recur to the subject, we are compelled to repeat our solicitations that you will do us the kindness to use every exertion to forward remittances as fast as possible; and as our necessities are extremely pressing, you will excuse our saying that every small bill you may be enabled to send to us, will be most acceptable in the present trying and very needy times. The slackness of remittances from abroad, added to the great distress which surrounds us at home—where the manufacturers are urgent to an unprecedented degree in their demands—makes our situation extremely uncomfortable, and renders us apprehensive that we shall not collect our payments quick enough to fulfil the engagements we have entered into. We are sorry to hear of your Mr. J. E.'s indisposition, and hope ere this he may have been restored to health. Begging to be respectfully remembered to him, we are, gentlemen, your friends and servants,

SCHOLEFIELD, REDFERN, & Co.

And also offered in evidence to the jury the following deposition of William Eichelberger:

On this twelfth day of December, eighteen hundred and twenty-six, before the subscriber, a justice of the peace of the State of Maryland, in and for the city of Baltimore, personally appeared William O. Eichelberger, of the said city and State, who being duly sworn on the Holy Evangely of Almighty God, deposeth and saith: That some time in the spring or summer of the year 1815, the exact period deponent does not recollect, he, this deponent, associated in the hardware business with his brother, Jesse Eichelberger, who had previously conducted the same business in company with his brother-in-law, the late Mr. John Clemm. That some time in the autumn of the said year 1815, goods and merchandise arrived in the port of Baltimore, from England; which goods and merchandise this deponent entered at the custom-house for Jesse and William Eichelberger; the said Jesse, at the time of the arrival of said goods, being absent from the city on an excursion to the country. That the said goods and merchandise were the first that had been received since the death of Mr. Clemm; and that the said goods and merchandise were entered in the books of Jesse and William Eichelberger, as their own goods, and were not at any time afterwards considered or disposed of as the goods of Eichelberger and Clemm.

This deponent further saith, that all the goods and merchandise which were received subsequently to the death of Mr. Clemm, were disposed of

as if all the orders in relation to them had been given by Jesse and William Eichelberger; and that no part or portion of the proceeds of said goods and merchandise ever went to the credit of Eichelberger and Clemm, or to the individual estate or credit of Mr. Clemm.

Deponent further states, that the said goods and merchandise which were entered, as before stated, by deponent, were consigned to Eichelberger & Clemm; and that they were received by deponent in the manner before stated, without any consent or knowledge of Scholefield, Redfern, & Co.

W. O. EICHELBERGER.

Sworn to and subscribed before

ANTHONY WHITELEY.

It is admitted that the above mentioned goods were not ordered by Jesse & William Eichelberger.

The plaintiffs then gave in evidence by John S. Skinner, that packets sailed as cartels between America and England frequently during the war: that cartels for a time sailed from Annapolis to Falmouth, in England: and the witness was appointed by the President of the United States to superintend the said cartels, and did superintend them, from December 1812 until they ceased to run from Annapolis, which happened in about a year after the time above mentioned.

A multitude of letters on commercial subjects were sent by the said cartels: that all letters sent by them were examined by the witness: that he never detained any letter on commercial subjects merely, but all letters of that description were suffered to go without interruption: that the practice of this deponent, as above stated, was known to the Secretary of State, and approved by him.

Upon which evidence the defendant, by his counsel, prayed the court to instruct the jury, that upon the whole evidence, the contract upon which this action is founded is utterly void, upon principles of public policy, and that the plaintiffs are not entitled to recover. Which instruction the court accordingly gave.

To which instruction the plaintiffs by their counsel prayed leave to except, and that the court here would sign and seal this their bill of exception; which is accordingly done, this fourteenth day of December, 1826.

G. DUVALL, [SEAL.]
ELIAS GLENN, [SEAL.]
Dist. Judges.

Afterwards, to wit, on the fourteenth day of December, in the year of our Lord one thousand eight hundred and twenty-six, the aforesaid Joshua Scholefield and John Taylor, surviving partners of William Redfern, by their attorney aforesaid, produced to the said circuit court here the writ of the said United States of America, for the correcting of errors of and upon the premises aforesaid, commanding the record and proceedings of the judgment aforesaid, so as aforesaid rendered, with all things concerning the same, to be transmitted to the Supreme Court of the United States, to be held at the city of Washington, on the first Monday in February next; which said writ of error is in the words and of the tenor following, to wit:

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UNITED STATES OF AMERICA.

The President of the United States to the Judges of the circuit court of the United States for the district of Maryland, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which in the said circuit court, before you or some of you, between Joshua Scholefield and John Taylor, surviving partners of William Redfern, plaintiffs, and Jesse Eichelberger, surviving partner of John Clemm, defendant, a manifest error hath happened, to the great damage of the said Joshua Scholefield and John Taylor, as by their complaint appears. We being willing that error, if any hath been, should be duly corrected, and full and speedy justice should be done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal distinctly and openly you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ; so that you have the same at Washington on the first Monday in February next, in the said Supreme Court, to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right and according to the laws and custom of the United States should be done.

Witness the honorable John Marshall, chief justice of our Supreme Court, the first Monday in August, in the year of our Lord one thousand eight hundred and twenty-six.

PHILIP MOORE, [L. S.]
Clerk Circuit Court.

Issued 14th December, 1826.

In pursuance whereof, and according to the form and effect of the act of the Congress of the United States in such case made and provided, a transcript of the record and proceedings of the judgment aforesaid, so as aforesaid rendered, with all things relating to the same, together with the said writ of error, are hereby transmitted to the said Supreme Court of the United States accordingly.

The United States of America to Jesse Eichelberger, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be held at the city of Washington, on the first Monday in February next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the fourth circuit, in and for the Maryland district, wherein Joshua Scholefield and John Taylor, surviving partners of William Redfern, are plaintiffs, and Jesse Eichelberger, surviving partner of John Clemm, is defendant, to show cause, if any there be, why the judgment rendered against the said Joshua Scholefield and John Taylor, surviving partners of the said William Redfern, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in this behalf.

Witness my hand and seal, this 9th day of January, 1830.

ELIAS GLENN, [SEAL.]
Dist. Judge.

I hereby acknowledge service of the aforegoing citation.

R. JOHNSON, *for defendant.*

BALTIMORE, 23*d January*, 1830.

Know all men by these presents, that I, Samuel I. Donaldson, of the city of Baltimore, in the State of Maryland, am held and firmly bound unto Jesse Eichelberger, of the same place, in the just and full sum of five hundred dollars, current money of the United States, to be paid to the said Jesse Eichelberger, his certain attorney, executors, administrators, or assigns; to which payment well and truly to be made and done, I hereby bind myself, my heirs, executors, administrators, or assigns, jointly and severally, firmly by these presents.

Sealed with my seal, and dated this twenty-seventh day of January, in the year of our Lord one thousand eight hundred and thirty.

Whereas at a circuit of the United States for the fourth circuit, in and for the Maryland district, begun and held at the city of Baltimore, on the eighth day of December, in the year of our Lord one thousand eight hundred and twenty-six, the said Jesse Eichelberger, surviving partner of John Clemm, by the judgment of the same court recovered against Joshua Scholefield and John Taylor, surviving partners of William Redfern, his costs and charges by him about his defence in that behalf laid out and expended; and whereas the said Joshua Scholefield and John Taylor have sued out the writ of the United States of America for the correcting of errors, and a citation directed to the said Jesse Eichelberger, citing and admonishing him to be and appear at a Supreme Court of the United States, to be held at the city of Washington, then next:

Now the condition of the aforegoing obligation is such, that if the said Joshua Scholefield and John Taylor shall well and truly prosecute with effect their said writ of error, and pay to the said Jesse Eichelberger his costs and charges aforesaid, together with all costs and charges which may be awarded by the said Supreme Court in case they shall fail to make their plea good, then the above obligation to be void; else, to be and remain in full force and virtue.

SAM'L I. DONALDSON. [SEAL.]

Witness, E. D. KEMP.

In testimony that the aforegoing is a true copy, taken from the record and proceedings of the circuit court aforesaid, I hereunto subscribe my name, and affix the seal of the said circuit court, this twenty-ninth day of January, in the year of our Lord one thousand eight hundred and thirty.

PHILIP MOORE, [L. S.]
Clerk Circuit Court.

SUPREME COURT OF THE UNITED STATES.

No. ~~13.~~ 17.

ABNER L. DUNCAN'S HEIRS AND REPRESENTATIVES, PLAINTIFFS IN ERROR,

VERSUS

THE UNITED STATES.

IN ERROR TO THE DISTRICT COURT UNITED STATES FOR THE EASTERN DISTRICT OF LOUISIANA.

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DISTRICT COURT OF THE U. STATES, EASTERN DISTRICT OF LOUISIANA.

Be it remembered, that, on the 22d day of November, in the year of our Lord one thousand eight hundred and twenty-nine, into the district court of the United States in and for the eastern district of Louisiana came the United States, by John Slidell, Esq., their attorney within and for the said district, and filed the following petition:

To the Honorable Samuel H. Harper, Judge of the district court of the United States for the eastern district of Louisiana.

The United States, by John Slidell, their attorney, give the court to undersand and be informed, that, heretofore, to wit, on the 4th day of March, 1807, William Carson, Abner L. Duncan, and John Carson made and

executed their bond, or writing obligatory, sealed with their seals, by which they acknowledged themselves to be bound to the United States of America in the penal sum of ten thousand dollars, money of the United States, to be paid to the said United States of America, for which payment well and truly to be made, they bound themselves and each of them, by himself, and either of their heirs, executors, and administrators; conditioned that if William Carson, paymaster of the United States of America, did and should well and truly perform and discharge, according to law, the duties of said office of paymaster of the United States of America, within the district of Orleans, then the said obligation to be void; all of which will more fully appear by an authenticated copy of said bond or obligation hereunto annexed, and prayed to be made a part of this petition.

Now the United States allege, that said William Carson, paymaster of the United States, has not well and truly, according to law, discharged and performed the duties of said office of paymaster of the United States for the district of Orleans; but that, on the contrary, he did, in his lifetime, receive large sums of money, in his capacity aforesaid, which, although frequently requested, he refused to pay into the Treasury of the United States. They allege that the said Abner L. Duncan has deceased, leaving property, and that, by reason of the facts above stated, his heirs, to wit, John N. Duncan, Frances Duncan, wife of Frederic Conrad, Hannah Duncan, Eliza Duncan, and Abner Duncan, all children of the said Abner L. Duncan, the three last named being minors, and also Frances S. Duncan, wife of the said Abner L. Duncan, who has accepted the community of her deceased husband, have become liable to pay, and are indebted to the United States, jointly and severally, in the sum of ten thousand dollars. They pray that the aforesaid John N. Duncan and Frances S. Duncan, the aforesaid minors Hannah, Eliza, and Abner Duncan, their tutors and curators, be cited to answer this petition, and that, after due proceedings had, they may have judgment against them, jointly ands everally, for the sum of ten thousand dollars, with interest and costs.

JOHN SLIDELL, *D. Attorney.*

Copy of the bond annexed to the petition.

Know all men by these presents, that we, William Carson, paymaster for the United States of America, within the district of New Orleans, Abner L. Duncan, John Carson, and Thomas Duncan, Esqrs., are held and firmly bound unto the said United States in the penal sum of ten thousand dollars, money of the United States, to be paid to the said United States of America, for which payment well and truly to be made we bind ourselves, and each of us, by himself, our and either of our heirs, executors, and administrators, firmly by these presents. Sealed with our seals, and dated this fourth day of March, one thousand eight hundred and seven.

The condition of this obligation is such, that if the above bounden William Carson, paymaster for the United States of America, do and shall well and truly, according to law, perform and discharge the duties of said office of paymaster for the United States of America within the district of Orleans, then the above obligation to be null and void, otherwise to remain in full force and virtue.

WILLIAM CARSON, [SEAL.]
A. L. DUNCAN, [SEAL.]
JOHN CARSON, [SEAL.]

Signed, sealed, and delivered in the presence of

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TERRITORY OF ORLEANS, CITY OF NEW ORLEANS.

On this fourth day of March, one thousand eight hundred and seven, before me, John Lynd, notary public in and for the city of New Orleans, duly qualified and commissioned, personally appeared William Carson, Abner L. Duncan, John Carson, and Thomas Duncan, Esqrs., named in the foregoing instrument of writing, who severally acknowledged the same to be their free act and deed.

Quad attestor to the signatures of the two persons first before named.

JOHN LYND, *Not. Pub.*

I approve of this security.

JA. WILKINSON.

DAUPHIN COUNTY, STATE OF PENNSYLVANIA, sct.

I, William Graydon, notary public in and for the Commonwealth of Pennsylvania, by lawful authority, duly admitted and sworn, dwelling in the borough of Harrisburg, in the county of Dauphin and commonwealth aforesaid, do hereby certify and attest unto all whom it doth or may concern, that John Carson, of the township of Lower Paxton, in the county and State aforesaid, Esquire, one of the obligors named in the aforegoing instrument of writing, personally appeared before me this day, and acknowledged that he freely signed and executed the same, and delivered it as his act and deed.

In testimony whereof, I have hereunto set my hand and affixed my notarial seal, at Harrisburg aforesaid, the twenty-first day of May, in the year of our Lord one thousand eight hundred and seven.

[SEAL.] WILLIAM GRAYDON.

TREASURY DEPARTMENT,
Register's Office, 29th January, 1823.

Pursuant to "an act providing for the prompt settlement of public accounts," approved 3d March, 1817, I, Joseph Nourse, Register of the Treasury of the United States, do hereby certify, that the aforegoing is a true copy of the bond of William Carson, the original of which is on file in this Department.

JOSEPH NOURSE, *Register.*

Be it remembered, that Joseph Nourse, Esq., who certified the foregoing transcript, is now, and was at the time of doing so, Register of the Treasury of the United States, and that faith and credit are due to his official attestations.

In testimony whereof, I, William H. Crawford, Secretary of the Treasury of the United States, have hereunto subscribed my name, and caused to be affixed the seal of this Department, at the city of Washington, this 29th day of January, in the year of our Lord one thousand eight hundred and twenty-three.

[SEAL.] WM. H. CRAWFORD,
Secretary on the Treasury.

Endorsement on the petition.

I acknowledge service of this petition for the heirs of A. L. Duncan.

CONRAD.

And afterwards, to wit, on the 14th day of December, in the year 1829, came the said defendants, by their attorneys, Alfred Stennen and C. M. Conrad, and filed the following answer, to wit:

To the Honorable the district court of the United States in and for the eastern district of the State of Louisiana, humbly shows:

The answer of Frances Duncan, widow of Abner L. Duncan, deceased, as well in her own name and behalf, as in the name and behalf of, and as natural tutrix of her son, Abner L. Duncan, a minor under the age of puberty, of John N. Duncan, Frances S. Duncan, authorized and assisted by her husband, Frederick D. Conrad, of Hannah Duncan, and Eliza Duncan, minors above the age of puberty, assisted by their curator *ad lites*, Frederick D. Conrad, to the petition filed in this case, in this honorable court, against them, as the heirs and representatives of said Abner L. Duncan, deceased, by the United States, through their attorney, John Slidell. That these respondents, saving and reserving to themselves the benefit of all legal exceptions to the manifold errors and defects in said petitions contained, deny all and singular the allegations thereof, except this, that the said Abner L. Duncan did sign the bond therein referred to; but they aver that said Duncan was not, in his lifetime, nor are these respondents, bound in law to pay the amount thereof, nor any part thereof.

And further these respondents aver, that by and in said bond, it was stipulated and understood, (when the same was signed by the said Abner L. Duncan, as security for said Carson,) that one Thomas Duncan should also sign the same, as his co-surety, but that the said Thomas Duncan never did sign the same, and said bond never was completed, nor was said A. L. Duncan ever bound thereby.

Wherefore these respondents pray to be hence dismissed with their costs, and that this case be inquired by the country. And as in duty, &c.

ALFRED STENNEN,
C. M. CONRAD,
Attorneys for defendants.

And afterwards, to wit, on the 26th day of May, 1830, came the said defendants, by their said attorneys, and filed the following amended answer, to wit:

THE UNITED STATES *vs.* WIDOW AND HEIRS OF A. L. DUNCAN, deceased. } *United States' district court for the Eastern district of Louisiana.*

And these respondents further aver, that they are not liable for the alleged defalcation in the accounts of said Carson, because said Carson acted as paymaster out of the limits of the district of Louisiana, and the said deficiencies, if any exist, occurred without the limits of said district.

By C. M. CONRAD,
Attorney for defendants.

Service acknowledged.

JOHN SLIDELL.

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And afterwards, to wit, on the 29th day of May, 1830, the defendants, by their counsel, took the following bill of exceptions, which was allowed, signed, and ordered to be filed.

THE UNITED STATES, vs. WIDOW AND HEIRS OF A. L. DUNCAN. } *United States' district court for the Eastern district of Louisiana.*

Be it remembered, that heretofore, to wit, before the jury were sworn, the counsel for the defendants offered to the court the document hereunto annexed, and marked A, for the purpose of obtaining a special verdict on the facts, under the 10th section of the act of the legislature of the State of Louisiana, of 1817, page 32. This being opposed by the district attorney, the court refused to admit the same, or to suffer the same to be given to the jury for a special finding, because such was contrary to the practice of this court; and because a jury ought not to be compelled to find a special verdict. Whereupon the counsel for the defendants excepted to the opinion and decision of the court herein, before the jury were sworn; and this bill of exceptions thereto, is signed and filed, that the same may appear of record.

SAMUEL H. HARPER.

Copy of the document marked A, referred to in the foregoing bill of exceptions.

THE UNITED STATES, vs. WIDOW AND HEIRS OF A. L. DUNCAN. } *District Court United States for the Eastern district of Louisiana.*

The defendants are sued on a bond for $10,000, bearing date 4th March, A. D. 1807, purporting to be made for securing to the United States the faithful discharge, by William Carson, of his duties as paymaster in the district of Orleans. A breach of the condition is alleged, and the defendants are sued as liable therefor; the widow as having accepted of the community, and the heirs as having received property from their father, A. L. Duncan.

The defendants acknowledge that A. L. Duncan signed the bond, but deny all the other allegations in the petition, and aver that one Thomas Duncan, mentioned in the body of said bond, was to sign it with the other obligors, also therein mentioned, and the said bond was not to be considered as perfect, or as the deed of said A. L. Duncan, until signed by said Thomas Duncan; and therefore they, the defendants, are not responsible thereon, as it is not the deed, legal and valid in law, of said A. L. Duncan.

On these facts, alleged by the parties, issue thereon being made, the defendants, in order to have a special verdict thereon, propose for finding of the jury, the following facts and questions under the 10th section of the act of the Legislature of the State of Louisiana, for the year 1817, page 32.

1st. There was no approbation by the President of the United States of the appointment of William Carson, to be paymaster for the district of Orleans.

2d. The President of the United States never directed William Carson to be attached to the district of Orleans, as paymaster thereof.

3d. William Carson faithfully discharged his duties while acting as paymaster of the district of Orleans.

4th. A. L. Duncan signed the bond in the petition mentioned, under the expectation that Thomas Duncan, mentioned in the body thereof, would sign it also.

5th. A. L. Duncan never delivered the bond in the petition mentioned, as his deed, to the petitioners.

6th. The bond or writing obligatory in the petition mentioned, was delivered as an by A. L. Duncan to William Carson, to obtain the signature thereto of Thomas Duncan, therein mentioned; but the said William Carson was not authorized by the said A. L. Duncan, to deliver it as his deed to petitioners.

7th. No one was authorized by A. L. Duncan, to deliver the bond in the petition mentioned, to the petitioners.

8th. Frances Duncan, the widow of A. L. Duncan, never accepted the community of her deceased husband.

9th. John N. Duncan never accepted of the inheritance of his father A. L. Duncan.

10th. All the heirs of A. L. Duncan are now minors, except John N. Duncan.

And afterwards, to wit, at a session of the court aforesaid, holden on the 29th day of May, 1830, the following entry was made on the record, to wit:

Saturday, May 29, 1830. The court met pursuant to adjournment. Present, Honorable Samuel H. Harper.

2746.

THE UNITED STATES *vs.* HEIRS AND REP'S OF A. L. DUNCAN.

On this day came the parties, by their attorneys, and thereupon came a jury, to wit, Alfred Ginon, G. Dorsey, J. S. Furgason, Oliver Akin, S. W. Oakey, Urcles Beach, Jean Vassant, F. Canella, Julis Cleasseran, Jerome Forune, Louis Neald, and Charles Pappet, who were sworn well and truly to try the issue joined between the parties; when, after some progress in the cause, the further consideration thereof was postponed until Wednesday next at 10 o'clock A. M.

On the trial of this cause, the following treasury transcript was introduced in evidence, by the district attorney, to wit:

No. 8551.

TREASURY DEPARTMENT,
Third Auditor's Office, May 21, 1829.

I certify that I have examined and adjusted the account of William Carson, late lieutenant and paymaster, and find that he is chargeable with the sum of six thousand one hundred and thirty-six dollars and eleven cents, viz:

For this sum advanced to him by Moses Hook, on the 10th February, 1810, - - - -	$178 00
For this amount brought from the books of the Register of the Treasury, to his debit, on the books of this office, agreeably to a letter from the First Comptroller, dated 3d June, 1822, - - - -	5,958 11
	$6,136 11

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And that he is entitled to a credit for the sum of ten dollars, being the amount recovered by the marshal, by an execution on a judgment obtained against the administrator of said Carson, and deposited to the credit of the Treasurer, in the bank of the State of Mississippi, 13th April, 1829, - - - 10 00

$6,126 11

Leaving a balance due by him of six thousand one hundred and twenty-six dollars and eleven cents, on the old books, general account of arrearages, as appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

PETER HAGNER, *Auditor.*

To ISAAC HILL, Esq.
Second Comptroller of the Treasury.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above balance, 21st May, 1829.

E. REYNOLDS,
Acting Second Comptroller.

[GENERAL ACCOUNT OF ARREARAGES—OLD BOOKS.]

William Carson, Lieutenant and Paymaster, in account with the United States.

DR.				CR.	
1815, Nov. 9	To Moses Hook, for this amount advanced on 10th February, 1810, - -	$178 00	By William Clark, agent for the surplus fund. For this sum deposited to the credit of the Treasurer, in the Bank of the State of Mississippi, 23d April, 1829, by the marshal, being the am't recovered by execution on a judgment obtained against the administrator of William Carson, -		$10 00
1822, June 29	To accounts transferred from the books of the Register of the Treasury. For this amount brought from the books of that office, to his debit on the books of this office, agreeably to a letter from the First Comptroller, dated 3d instant,	5,958 11			6,126 11
		$6,136 11			$6,136 11

To balance due the United States, per contra $6,136 11

TREASURY DEPARTMENT,
Third Auditor's Office, May 21, 1829.

Stated by

J. THOMPSON.

TREASURY DEPARTMENT,
Second Comptroller's Office,
May 21, 1829.

Executed.

S. F. CHAPMAN.

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TREASURY DEPARTMENT,
Third Auditor's Office, May 26, 1829.

Pursuant to an act for the prompt settlement of public accounts, approved March 3d, 1817, I, Peter Hagner, Third Auditor of the Treasury of the United States, do hereby certify that the foregoing transcripts are true copies of the originals on file in this office.

PETER HAGNER, *Auditor.*

Be it remembered that Peter Hagner, Esq., who certified the foregoing transcript, is now, and was at the time of doing so, Third Auditor of the Treasury of the United States; and that faith and credit are due to his official attestations.

In testimony whereof, I, Samuel D. Ingham, Secretary of the Treasury of the United States, have hereunto subscribed my name, and caused to be affixed the seal of this department, at the city of Washington, this 26th day of May, in the year of our Lord one thousand eight hundred and twenty-nine.

[L. S.]

S. D. INGHAM,
Secretary of the Treasury.

And afterwards, to wit, at a session of the court aforesaid, holden on the 2d day of June, 1830, the following entry was made on the record, to wit:

Wednesday, 2d June, 1830. The court met pursuant to adjournment. Present, Hon. Saml. H. Harper.

2,746.

THE UNITED STATES *vs.* WIDOW AND HEIRS OF A. L. DUNCAN.

This cause came on before the same jury, originally empanelled therein, and the trial proceeded; when, after hearing the evidence and arguments of counsel, the jury retired to consider of their verdict; when, after considerable time, there being no prospect that the jury would soon agree, by consent of parties, ordered that the jury return a sealed verdict, which, after considerable time, they did.

And afterwards, to wit, on the day and year aforesaid, on the trial of this cause, the defendants, by their counsel, took the following bill of exceptions, which was allowed, signed, and ordered to be filed, to wit:

THE UNITED STATES,
vs.
WIDOW AND HEIRS OF A. L. DUNCAN. } *Dist. Court U. S. E. D. Louisiana.*

Be it remembered, that, on the trial of this cause, the Judge charged the jury that the bond sued on was not to be governed by the laws of Louisiana, or those in force in the territory of Orleans at the time said bond was signed by A. L. Duncan, who signed it in New Orleans in the then said territory; but that this, and all similar bonds, must be considered as having been executed at the seat of Government of the United States, and to be governed by the principles of a *common* law, to wit, the common law of England.

The Judge further charged the jury that, although the *copy* of the bond sued on exhibited a scrawl instead of a seal, yet they had a right to presume that the original bond had been executed according to law, to wit,

that it was sealed in the manner prescribed by the common law; that the scrawl in the copy represented the place of the seal as plainly as could be done without a *fac simile;* and that if the fact was otherwise, it was in the power of the defendants to have shown it.

The Judge also charged the jury that they were bound to presume, in the absence of all proof as to the limits of the district of Orleans, that the deficiency in the accounts of Carson, (hereunto annexed,) the principal obligor on said bond, occurred on account of moneys received and disbursed as paymaster of the district of Orleans, although it was proved that said Carson had acted as paymaster, and disbursed moneys, as such, at fort Stoddart, and at the town of Washington, both in the then Territory of Mississippi, and finally, that if said Carson disbursed money in any other district than that of Orleans, it was incumbent on the defendants to prove that fact. The Judge further charged that the possession of the bond by the Treasury Deprrtment, was *prima facie* evidence of delivery. To all of which charges, the counsel for the defendants then and there excepted, before the jury retired to consider of their verdict; and this bill of exceptions thereunto is signed and filed, that the same may appear of record.

SAM. H. HARPER.

And afterwards, to wit, at a session of the said court holden on the 3d day of June, A. D. 1830, the following judgment was entered of record, to wit:

Thursday, 3d June, 1830. The court met pursuant to adjournment. Present, Hon. Sam. H. Harper.

THE UNITED STATES *vs.* WIDOW AND HEIRS OF A. L. DUNCAN.

The sealed verdict of the jury in this case being opened in open court, is as follows, viz: "Verdict in favor of plaintiffs, with interest from the 30th June, 1822. New Orleans, June 2, 1830; say $6,126.

CHARLES PAPPET, *Foreman.*"

Whereupon it is considered by the court, that judgment be entered up in favor of the United States against the said several defendants, jointly and severally, for the sum of six thousand one hundred and twenty-six dollars, with 6 per cent. interest per annum, from the 30th June, 1822, until paid, and costs of suit.

And afterwards, to wit, on the 10th day of June, 1830, came the said defendants, by their counsel, and filed the following petition for a writ of error:

UNITED STATES *vs.* HEIRS AND REPRESENTATIVES OF A. L. DUNCAN. } *District court U. S. Louisiana district, eastern district.*

To the Hon. S. H. Harper, Judge of the district court of the United States for the eastern district of the Louisiana district:

The petition of J. N. Duncan, Frances Duncan, as well in her individual name and as tutrix to the minor heirs aforesaid of Frances S. Duncan, assisted and authorized by her husband F. D. Conrad, and of H. Duncan and Eliza Duncan, assisted by their curator ad lites, the defendants in the aforesaid suit, respectfully show:

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That they are advised there is error in the proceedings and judgment in this case; that there should have been judgment for the defendants. Wherefore they pray an appeal therefrom to the Supreme Court of the United States, and a writ of error accordingly, and they offer to give bond to operate as a *supersedeas* to any execution which might otherwise issue herein, and they are ready to comply with all the requisites of the law; the securities are G. Mather and P. Hickey.

A. HENNEW, *Attorney.*

(*Judge's order.*)

Be it so, on the appellants giving bond, with the within named sureties, in the sum of twelve thousand dollars.

SAM. H. HARPER, *Judge U. S.*.

(*Bond.*)

UNITED STATES OF AMERICA, EASTERN DISTRICT OF LOUISIANA.

Know all men by these presents, that we, Frances S. Duncan, for herself, and the children of Abner L. Duncan, his heirs, John N. Duncan, Philip Hickey, and George Mather, are held and firmly bound unto the United States of America, in the just and full sum of twelve thousand dollars, lawful money of the United States, for the payment whereof we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated at New Orleans, this 11th day of June, 1830.

Whereas the above bounden widow and heirs of Abner L. Duncan have this day filed a petition, praying that a writ of error may be allowed to them from a certain final judgment rendered against them in the suit of the United States *vs.* The heirs and legal representatives of A. L. Duncan, deceased, in the district court of the United States for the eastern district of Louisiana, on the 3d day of June, 1830:

Now the condition of the above obligation is such, that if the above bounden widow and heirs of said A. L. Duncan shall prosecute their said writ of error to effect in the Supreme Court of the United States, and shall pay and satisfy whatever judgment may be there rendered against them by the Supreme Court of the United States in the premises, then, and in that case, the above obligation is to be null and void, else to be and remain in full force and virtue.

FRANCES S. DUNCAN, [SEAL.]
PHILIP HICKEY, [SEAL.]
GEORGE MATHER, [SEAL.]
J. N. DUNCAN, [SEAL.]

Signed, sealed, and delivered in presence of
J. N. DUNCAN,
FRS. B. CONRAD,
F. W. LEA,
As to J. N. Duncan.

Whereupon, to wit, on the day and year aforesaid, the defendants lodged in the clerk's office the following writ of error, together with a copy thereof for the adverse party, to wit:

Court of the United States, Eastern district of Louisiana.

THE UNITED STATES *vs.* HEIRS AND LEGAL REPRESENTATIVES OF A. L. DUNCAN, DECEASED.

The President of the United States of America to the Hon. Samuel H. Harper, Judge of the district court of the United States for the eastern district of Louisiana:

Because, in the record and process, and also in the giving of judgment of the plaint which was in said court before you, between the United States of America and the heirs and representatives of Abner L. Duncan, manifest error hath intervened, to the great damage of the said heirs and representatives of Abner L. Duncan, as we, from complaint, are informed, we being willing that the error, if any there be, should be corrected in due manner, and that full and speedy justice should be done to the party aforesaid in this behalf, do hereby command you that you do, distinctly and plainly, under the seal of the district court of the eastern district of Louisiana, send the record and process of the plaint aforesaid, with all things concerning them, and this writ, into the Supreme Court of the United States at the city of Washington, in the District of Columbia, on the second Monday in January next, that the record and process aforesaid being inspected, the said Supreme Court may cause to be done thereupon for correcting said error, what of right, and according to the laws of the United States, ought to be done.

Witness the Hon. John Marshall, Chief Justice of the United States, this 11th day of June, 1830, and 54th year of the independence of the United States.

F. W. LEA, *Clerk.*

And afterwards, to wit, on the 5th day of August, in the year of our Lord 1830, the following citation in error was issued, to wit:

To the United States, their agent, or attorney, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Washington, being the place of the sessions of said court, on the second Monday in January next, pursuant to the within contained writ of error, to shew cause, if any there be, why the judgment rendered against the heirs and legal representatives of A. L. Duncan, as within mentioned, should not be reversed, and why the error complained of should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness my hand, at the city of New Orleans, this 23d day of August, 1830.

SAM. H. HARPER,
Judge U. S. for Louisiana.

Upon which citation the marshal made the following return, to wit:

Served, on the 23d day of August, 1830, a copy of the above citation on John Slidell, Esq., U. S. district attorney, and returned this citation into court same day.

O. F. BURLINGAME,
U. S. Dep. Marshal.

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UNITED STATES OF AMERICA, EASTERN DISTRICT OF LOUISIANA, *ss.*

I, Franklin W. Lea, clerk of the district court of the United States for the eastern district of Louisiana, do hereby certify that the foregoing twenty-five pages contains a faithful and true transcript of the record and process, with all things concerning them, the bond, writ, and citation in error, with the marshal's return thereon, in the case No. 2,746 on the docket of said court, entitled the United States *vs.* the heirs and legal representatives of A. L. Duncan.

In testimony whereof, I have hereunto signed my name and affixed the seal of said court, at the city of New Orleans, this 23d day of August, in the year of our Lord one thousand eight hundred and thirty, and in the 55th year of the independence of the United States.

[L. S.] F. W. LEA, *Clerk.*

I, Samuel H. Harper, Judge of the United States' district courts for Louisiana, do hereby certify that Franklin W. Lea, who has certified the foregoing transcript, is now, and was at the time of doing so, clerk of the district court of the United States for the eastern district of Louisiana, and to his official attestations as such, full faith and credit are due, and that the attestation to said transcript is in due form of law.

Witness my hand, at the city of New Orleans, this 23d day of August, 1830.

SAM. H. HARPER,
Judge U. S. for Louisiana.

SUPREME COURT OF THE UNITED STATES.

No. ~~54~~. 18

WILLIAM TYRRELL'S HEIRS, PLAINTIFFS IN ERROR,

VERSUS

ANDREW ROUNTREE ET AL.

IN ERROR TO THE CIRCUIT COURT OF THE U. S. FOR THE DISTRICT OF WEST TENNESSEE.

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THE UNITED STATES, ss.—*The President of the United States to the judge of the circuit court of the United States for the district of West Tennessee, greeting:*

Because, in the record and proceedings, as also in the rendition of the judgment, of a plea which in the said circuit court, before you or some of you, between John Den, lessee of William Tyrrell's heirs, plaintiffs, and Andrew Rountree and others, defendants, a manifest error hath happened to the great damage of the said plaintiff, as by his complaint appears, we being

willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, we command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the supreme court of the United States, together with this writ, so that you have the same at Washington on the first Monday of January next, in the said supreme court to be then and there held, that the record and proceedings aforesaid being inspected by the said supreme court, may cause further to be done therein to correct that error, what of right, and according to the law and custom of the United States, should be done.

Witness the honorable John Marshall, chief justice of the said supreme court, the first Monday of January, in the year of our Lord one thousand eight hundred and thirty, and of the independence of the United States the fifty-fourth.

N. A. McNAIRY,
Clerk of the circuit court for the district of West Tennessee.

The United States seventh circuit, district of West Tennessee, to John Overton, Esq. attorney for Alexander Rountree, and others, greeting:

You are hereby cited and admonished to be and appear at a supreme court of the United States, to be holden at Washington on the first Monday in January next, pursuant to a writ of error filed in the Clerk's office of the circuit court of the United States for the seventh circuit, in the district of West Tennessee, wherein John Den, lessee of William Tyrrell's heirs, is plaintiff in error, and Andrew Rountree, and others, defendants, to show cause, if any there be, why the judgment rendered against the said plaintiff, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable John McNairy, judge of the courts of the United States for the districts of East and West Tennessee, this 7th Dec. 1830.

JOHN McNAIRY, *District Judge.*

I acknowledge notice of the above citation.

JOHN OVERTON.

Dec. 11, 1830.

Pleas at the court house in Nashville, in the district of West Tennessee, before the honorable John McLean, associate justice of the supreme court of the United States, and the honorable John McNairy, judge of the courts of the United States for the districts of East and West Tennessee, on the first Monday, being the sixth day of September, in the year 1830, *and of the independence of the United States the* 55*th.*

John Den, lessee of Henry Nail, and Lydia, his wife, Susannah McGustian, Anne Ferguson, and Joseph Tyrrell, plaintiffs, *vs.* Andrew Rountree, Finas Shannon, Jane Shannon, James Priest, Thornton Ferguson, Samuel B. McKnight, John Jemmerson, William Lavender, Nicholas Lavender, Leonard Thompson, Joseph Miller, Charles Lavender, John Rountree, Enoch Gallaway, Richard Cragg, Elijah Cragg, and Nathaniel Crowder, defendants, in ejectment.

Andrew Rountree, Finas Shannon, Jane Shannon, Thornton Ferguson, Samuel B. McKnight, John Jemmerson, William Lavender, Nicholas Lav-

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ender, Leonard Thompson, Joseph Miller, Charles Lavender, John Rountree, Enoch Gallaway, Richard Cragg, Elijah Cragg, and Nathaniel Crowder, were attached to answer John Den, lessee of Henry Nail, and Lydia, his wife, Susannah McGustian, Anne Furguson, and Joseph Tyrrell, citizens of the State of North Carolina, of a plea of trespass and ejectment; wherefore, with force and arms, they broke and entered the close of the said plaintiffs, and ejected them, to their damage one thousand dollars.

Accompanying which writ, there issued a declaration in ejectment, with a notice thereto annexed, which said declaration and notice is in the words and figures following, to wit:

Seventh circuit of the United States, West Tennessee district, to wit:

John Den, a citizen of the State of North Carolina, by his attorney, complains of Dick Fen, a citizen of the State of Tennessee, in custody, &c., in a plea of trespass, &c., for that Henry Nail, and Lydia, his wife, Susannah McGustian, Anne Ferguson, and Joseph Tyrrell, citizens of said State of North Carolina, on the first day of January, 1822, at Nashville, in said district of West Tennessee, demised and to farm let, unto said John Den, one messuage and a certain tract or parcel of land containing 3,840 acres, lying on both sides Sugar creek, in the district aforesaid, and bounded as follows, to wit: beginning at a mulberry, Capt. Benjamin Carter's southwest corner, on the officers' and soldiers' south boundary line; thence, with said line, south 84° west five hundred and fifty-four poles, crossing a small creek to a branch, to a sugar tree and large poplar; thence north one thousand and forty-seven poles; thence east five hundred and forty poles, to a stake; thence one thousand and eighty-seven poles to the beginning, with the appurtenances thereto belonging; to have and to hold said messuage and tract of land, with the appurtenances, unto said John and his assigns, from the first day of January, in the year aforesaid, for the term of ten years from thence next ensuing, and fully to be completed and ended. By virtue of which several demises, said John Den entered into said tenements, with the appurtences, and was thereof possessed, until said Dick Fen, afterwards, on the tenth day of January, in the year aforesaid, with force and arms, &c., entered into said demised premises, in and upon the possession of said John, and ejected, drove out, and amoved said John from his said farm, his term aforesaid not being yet ended, and still keeps out said John so amoved, and said Dick Fen then and there other wrongs and enormities to said John did, against the peace of the United States and to the damage of said John one thousand dollars; and, thereupon, he brings suit, and these are pledges to prosecute, &c.

CATRON, *Attorney for plaintiff.*

Messrs. Andrew Rountree, Finas Shannon, Jane Shannon, James Priest, Thornton Ferguson, Samuel B. McKnight, John Jemmerson, William Lavender, Nicholas Lavender, Leonard Thompson, Joseph Miller, Charles Lavender, John Rountree, Enoch Gallaway, Richard Cragg, Elijah Cragg, and Nathaniel Crowder, citizens of the State of Tennessee:

I am informed that you are in possession of, or claim title to, the demised premises in the above declaration mentioned, or some part thereof; and I being sued in this action as casual ejector, and having no claim or title to the same, do advise you to appear at the next term of the circuit court of

the United States in the seventh circuit for the district of West Tennessee, to be holden at Nashville on the fourth Monday in January, 1823, of this present term, personally, or by some attorney of that court, and then and there, by a rule to be made of the same court, to cause yourselves to be made defendant in my stead, or I shall suffer judgment to be entered against me, and you will be turned out of possession.

Yours, &c.,
DICK FEN.

NASHVILLE, 14*th November*, 1822.

And at rules holden in the Clerk's office for the month of April, 1823, Andrew Rountree, Phineas Shannon, Jane Shannon, James Priest, Thornton Ferguson, Samuel B. McKnight, John Jemmerson, William Lavender, Nicholas Lavender, Leonard Thompson, Joseph Miller, Charles Lavender, John Rountree, Enoch Gallaway, Richard Cragg, Elijah Cragg, and Nathan Crowder, the tenants on whom the declaration in ejectment was served, come and pray to be made defendants in the room of Richard Fen, and offer to confess lease, entry, and ouster, and on the trial to rely on their title only, who are admitted accordingly. Whereupon the said defendants, by their attorney, come and defend the wrong and injury, when, &c , and say they are not guilty of the trespass in the declaration, and this they pray may be inquired of by the country, &c.

GRUNDY, *Attorney for def'ts.*

And the plaintiff likewise.

CATRON, *for plaintiff.*

And at June term 1827, on motion of the plaintiff's attorney, leave is granted to amend the declaration in this cause by adding several demises, upon payment of the costs occasioned by said amendment, which said amended declaration was filed on the 19th day of June, 1827, and is in the words following, to wit:

Amended declaration in the case of John Den, lessee of Henry Neal, and others, vs. Andrew Rountree, and others, filed 19th June, 1827, in the circuit court of the United States for the district of West Tennessee.

John Den, a citizen of the State of North Carolina, by his attorney, complains of Dick Fen, a citizen of the State of Tennessee, in custody, &c., of a plea of trespass, &c., for that Lydia Neal, who is a citizen of North Carolina, on the first day of January, 1822, at Nashville, in the district of West Tennessee, demised and to farm let, unto the said John Den, one messuage and a certain tract or parcel of land containing 3,840 acres, lying on both sides of Sugar creek, in the district aforesaid, and bounded as follows, to wit: beginning at a mulberry, Capt. Benjamin Carter's southwest corner, on the officers' and soldiers' south boundary line; thence, with said line, south 84 degrees west five hundred and fifty-four poles, crossing a small creek to a branch, to a sugar tree and large poplar; thence north one thousand one hundred and forty-seven poles; thence east five hundred and forty poles to a stake; thence one thousand and eighty-seven poles to the beginning, with the appurtenances thereunto belonging; to have and to hold the said messuage, tract or parcel of land, with the appurtenances, unto the said John Den and his assigns, from the first day of January, in the year aforesaid, for the term of ten years from thence next ensuing, and fully to

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be completed and ended. By virtue of which said several demises, the said John Den entered into said tenements, with the appurtenances, and was thereof possessed, until said Dick Fen, afterwards, on the 10th day of January, in the year aforesaid, with force and arms, entered into said premises, in and upon the possession of said John, and ejected, drove out, and amoved said John from his said farm, his term aforesaid not being yet ended, and still keeps out said John so amoved, and said Dick Fen then and there other wrongs and enormities to said John did, against the peace and dignity of the United States, and to the damage of the said John one thousand dollars, and thereupon he brings suit.

John Den, a citizen of the State of North Carolina, by attorney, complains of Dick Fen, who is a citizen of Tennessee, in custody, &c. of a plea of trespass. For that Susannah McGustian, who is a citizen of the State of North Carolina, on the first day of January, 1822, at Nashville, in the district of West Tennessee, demised and to farm let, unto said John Den, one messuage and tract or parcel of land, containing 3,840 acres, lying on both sides of Sugar creek, in the district aforesaid, and bounded as follows, to wit: beginning at a mulberry, Capt. Benjamin Carter's southwest corner, on the officers' and soldiers' south boundary line; thence, with said line, south 84 degrees west 554 poles, crossing a small creek to a branch, to a sugar tree and large poplar; thence north one thousand one hundred and forty-seven poles; thence east five hundred and forty-two poles, to a stake; thence one thousand and eighty-seven poles, to the beginning, with the appurtenances thereto belonging; to have and to hold the said messuage and tract or parcel of land, with the appurtenances, unto said John and his assigns, from the first day of January, in the year aforesaid, for the term of ten years from thence next ensuing, and fully to be completed and ended. By virtue of which several demises, said John Den entered into said tenements, with the appurtenances, and was thereof possessed, until said Dick Fen, afterwards, on the 10th of January, in the year aforesaid, with force and arms, entered into said demised premises, in and upon the possession of the said John Den, and ejected, drove out, and amoved said John from his said farm, his term aforesaid not being yet ended, and still keeps out said John so amoved, and said Dick Fen then and there other wrongs and enormities to said John did, against the peace and dignity of the United States, and to the damage of said John one thousand dollars.

John Den, a citizen of the State of North Carolina, by attorney, complains of Dick Fen, in custody, &c., who is a citizen of Tennessee, of a plea of trespass. For that Anne Ferguson, who is a citizen of the said State of North Carolina, on the first day of January, 1822, at Nashville, in the district aforesaid, demised, and to farm let, unto the said John Den, one messuage, and a certain tract or parcel of land containing 3,840 acres, lying on both sides of Sugar creek, and bounded as follows, to wit: beginning at a mulberry, Capt. Benjamin Carter's southwest corner, on the officers' and soldiers' south boundary line; thence, with said line, south 84° west 554 poles, crossing a small creek to a branch, to a sugar tree and large poplar; thence north 1,147 poles; thence east 540 poles, to a stake; thence one thousand and eighty-seven poles, to the beginning, with the appurtenances thereto belonging; to have and to hold said messuage and said tract or parcel of land, with the appurtenances, unto said John and his assigns, from the first day of January, in the year aforesaid, for the term of ten years from thence next ensuing, and fully to be complete and ended. By virtue

of which several demises, said John Den entered into said tenements, with the appurtenances, and was thereof possessed, until Dick Fen, afterwards, on the 10th day of January, in the year aforesaid, with force and arms, entered into said premises, in and upon the possession of the said John, and ejected, drove out, and amoved the said John from his said farm, his term not being yet ended, and still keeps out said John so amoved, and said Dick then and there other wrongs and enormities to said John did, against the peace of the United States, and to the damage of the said John one thousand dollars.

John Den, who is a citizen of North Carolina, by his attorney, complains of Dick Fen, who is a citizen of Tennessee, in custody, &c., of a plea of trespass. For that one Joseph Tyrrell, who is a citizen of North Carolina, on the first day of January, 1822, at Nashville, in said district of West Tennessee, demised and to farm let, unto said John Den, one messuage and a certain tract or parcel of land containing 3,840 acres, lying on both sides of Sugar creek, in the district aforesaid, and bounded as follows, to wit: beginning at a mulberry, Capt. Benjamin Carter's southwest corner, on the officers' and soldiers' south boundary line; thence, with said line, south 84° degrees west five hundred and fifty-four poles, crossing a small creek to a branch, to a sugar tree and large poplar; thence north one thousand one hundred and forty-seven poles; thence east 540 poles, to a stake; thence one thousand and eighty-seven poles, to the beginning, with the appurtenances thereto belonging; to have and to hold said messuage and tract or parcel of land, with the appurtenances, unto said John and his assigns from the first day of January, in the year aforesaid, for the term of ten years from thence next ensuing, and fully to be complete and ended. By virtue of which several demises, said John Den entered into said tenements, with the appurtenances, and was thereof possessed, until said Fen, afterwards, on the 10th day of January, in the year aforesaid, with force and arms, entered into said demised premises, in and upon the possession of the said John, and ejected, drove out, and amoved him, the said John, from his said farm, his term aforesaid not being yet ended, and still keeps out said John so amoved, and said Dick Fen then and there other wrongs and enormities to the said John did, against the peace of the United States, and to the damage of said John one thousand dollars.

WASHINGTON, *Attorney for plaintiff.*

Messrs. Andrew Rountree, Finias Shannon, James Priest, Thornton Ferguson, Samuel B. McKnight, John Jemmersen, William Lavender, Nicholas Lavender, Leonard Thompson, Joseph Miller, Charles Lavender, John Rountree, Enoch Gallaway, Richard Cragg, Elijah Cragg, and Nathaniel Crowder, citizens of the State of Tennessee:

I am informed that you are in possession of, or claim title to, the demised premises in the above declaration mentioned, or some part thereof; and I being sued in this action as casual ejector, and having no claim or title to the same, do advise you to appear before the circuit court of the United States for the district of West Tennessee, personally, or by some attorney of said court, which is now sitting, and then and there, by a rule of the same court, cause yourselves to be made defendant in my stead, or I shall suffer judgment to be entered against me, and you will be turned out of possession.

Yours, &c.,

DICK FEN.

June 19th, 1827.

And said cause was continued from term to term until June term, 1829, at which time came the parties, by their attorneys; and thereupon came also a jury of good and lawful men, to wit: Joseph Phillips, Edmund Goodrich, James Lockhart, William K. Hill, Lucius I. Polk, Micajah I. Lewis, William Armstrong, Philip Pipkin, Ranson Gwynne, Robert Hill, John Nichol, and John H. Smith, who being elected, tried, and sworn well and truly to try the issue joined, after having heard a part of the evidence in this cause, were permitted by the court and the consent of the parties, to disperse, and directed by the court to convene at the bar again on Monday morning next at nine o'clock.

And now, to wit, Monday, June 15th, 1829, came again the parties, by their attornies, and also the jury to whom this cause was submitted on Saturday last, who, after having heard all the evidence in this cause, and the arguments of a part of the counsel, by consent of the parties, were permitted by the court to disperse, and directed to convene at the bar again to-morrow morning at nine o'clock.

And now, to wit, Tuesday, June 16th, 1830, came again the parties, by their attorneys, and also the jury to whom this cause has been submitted, who, after hearing the further arguments of counsel, and the charge of the court, upon their oaths do say the defendants are not guilty of the trespass and ejectment in the plaintiff's declaration mentioned. It is, therefore, considered by the court that the plaintiff take nothing by his writ, and that the defendants go hence thereof without day, and recover of the lessors of the plaintiff their costs about their defence in this behalf expended.

And now, to wit, Tuesday, June 23d, 1829, came the plaintiff, by his attorney, and moved the court to set aside the verdict and judgment heretofore at this term entered in this cause, and grant him a new trial, and after argument of counsel on both sides, it is considered by the court that said motion be sustained, and that a new trial be granted.

And now, to wit, at the term first above mentioned, came the parties aforesaid, by their attorneys, and thereupon came a jury of good and lawful men, to wit: Robert Farguharson, Joel M. Smith, Samuel L. Wharton, James A. Porter, Robert H. McEwen, Henry Frey, Joseph Vaux, Stephen Cantrell, James Blakemore, Roswell P. Hayes, George D. Blakemore, and Adam Dale, who, being elected, tried, and sworn the truth to speak upon the issue joined, are, by consent of the parties, by their attorneys, and with the assent of the court, adjourned until to-morrow morning, 9 o'clock.

And now, to wit, Wednesday, September 29th, 1830, came again said parties, by their attorneys, and the jury sworn in this cause having again resumed the consideration thereof, on their oath do say that the defendants are not guilty of the trespass and ejectment in the declaration mentioned, as in pleading they have alleged. It is, therefore, considered by the court that the defendants may depart, &c., and recover of the lessors of the plaintiff their costs by them about their defence in this behalf expended.

The plaintiff, by his attorney, tendered a bill of exceptions to the opinion of the court, which bill of exceptions is in the words and figures following, to wit:

Be it remembered, that the above cause came on to be tried on the 30th day of September, 1830, before the honorable John McLean, judge, &c., and a jury, and upon the trial thereof the plaintiff produced evidence to show that they were the heirs of William Tyrrell, deceased, and deduced from the grantee of the land in controversy, regular conveyances down to

the said William Tyrrell. The defendants produced a copy of a judgment of the court of pleas and quarter sessions of Williamson county, in favor of the executors of Thomas Molloy, deceased, against the said William Tyrrell, which was commenced and prosecuted by attachment, against the said William Tyrrell, as an absconding debtor, which record is in the words following, to wit:

THE STATE OF TENNESSEE.—*Pleas at the court-house, in the town of Franklin, in the county of Williamson, and State of Tennessee, before the worshipful the justices of the court of pleas and quarter sessions for the county of Williamson aforesaid, at the October sessions, in the year of our Lord one thousand eight hundred and seven, of said court.*

Executors of THOMAS MOLLOY,
vs.
WILLIAM TYRRELL. } *Original attachment.*

Be it remembered that, heretofore, to wit, on the 12th day of February, 1807, there was issued by Sion Hunt, esquire, then a justice of the peace for the county of Williamson, in the State aforesaid, an original attachment in the words and figures following, to wit:

State of Tennessee to the sheriff of Williamson county, greeting:

Whereas John Overton, one of the executors of Thomas Molloy, deceased, hath complained, on oath, to Sion Hunt, esquire, justice of the said county court of Williamson, that William Tyrrell is justly indebted to Andrew Ewing, James Mulherrin, and the said John Overton, executors of the last will and testament of the said Thomas Molloy, to the amount of sixteen hundred and twenty-three dollars seventy-seven cents; and oath having also been made that the said Tyrrell hath absconded, or removed himself out of the said State, so that the ordinary process of the law cannot be served on him, and the said executors having given bond and security, according to the directions of the act of the General Assembly in such case made and provided; we, therefore, command you that you attach the estate of the said William Tyrrell, if to be found in your county, or so much thereof, repleviable on security, as shall be of value sufficient to satisfy said debt and costs according to the complaint, and such estate so attached in your hands to secure, or so to provide that the same may be liable to further proceedings thereupon, to be had at the court to be held for the county of Williamson, at the court-house in the town of Franklin, on the second Monday in April next, so as to compel the said William Tyrrell to appear and answer the above complaint of the said executors, when and where you shall make known to the said court how you shall have executed this writ.

Witness Sion Hunt, esquire, justice of the said court, at Williamson county, this 12th day of February, 1807, and thirty-first year of American independence.

SION HUNT, [SEAL.]

WILLIAMSON COUNTY, to wit:

This day personally appeared before me, Sion Hunt, a justice of the peace for said county, John Overton, one of the executors of Thomas Molloy, deceased, and made oath that William Tyrrell is, as he believes, justly indebted to Andrew Ewing, James Mulherrin, and John Overton, execu-

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tors of the last will and testament of Thomas Molloy, deceased, to the amount of sixteen hundred and twenty-three dollars seventy-seven cents, being, as he believes, the balance of a judgment still due which was recovered by said Molloy, in his lifetime, in the county court of Davidson, in said State, at January sessions of said court in the year 1800, which will more fully appear by reference to said record; that the said Tyrrell hath privately removed, or so absconded, as he believes, that the ordinary process of law cannot be served on him.

JOHN OVERTON.

Sworn and subscribed before me, this 12th day of February, 1807.

SION HUNT.

Know all men by these presents, that we, Andrew Ewing, James Mulherrin, by their agent, John Overton, and John Overton, executors of Thomas Molloy, deceased, and Andrew Castleman, all of the county of Davidson, are held and firmly bound unto William Tyrrell in the sum of three thousand two hundred and forty-seven dollars fifty-seven cents, to be paid to the said William Tyrrell, his certain attorney, executors, administrators, or assigns, for which payment well and truly to be made we bind ourselves and each of us, our and each of our heirs, executors, or administrators, jointly and severally, firmly by these presents: sealed with our seals, and dated this 12th day of February, 1807. The condition of the above obligation is such, that whereas the above bound Ewing, Mulherrin, and Overton, executors of said hath, the day of the date hereof, prayed an attachment at the suit of said Ewing, Mulherrin, and Overton, as executors aforesaid, against the estate of the above named William Tyrrell for the sum of sixteen hundred and twenty-three dollars and seventy-seven cents, and hath obtained the same, returnable to the court to be held for the county of Williamson at the court-house in Franklin, on the second Monday in April next: Now, if the said Ewing, Mulherrin, and Overton, executors aforesaid, shall prosecute their said suit with effect, or, in case they fail therein, shall well and truly pay and satisfy the said William Tyrrell, all such costs and damages as shall be awarded and recovered against the said Ewing, Mulherrin, and Overton, their heirs, executors, or administrators, in any suit which may be hereafter brought for wrongfully suing out said attachment, then the above obligation to be void, otherwise to remain in full force and effect.

JOHN OVERTON, [SEAL.]

And as agent to said Andrew Ewing and James Mulherrin,

ANDREW CASTLEMAN, [SEAL.]

Test: SION HUNT.

On the back of said attachment, &c., was the following endorsement: "Came to hand the 13th February, 1807, about 9 o'clock, and levied immediately on one undivided half of 3,840 acres of land, on both sides of Sugar creek, which was granted to Martin Armstrong for his services as surveyor of the military lands, (grant No. 1,) being William Tyrrell's right and interest therein. Grant dated February 16th, 1786. Registered in Davidson county, book C. page 86.

WILLIAM HULME, *Deputy Sheriff.*

And thereupon, afterwards, to wit, at April term, 1807, in the memoranda docket of said Williamson county court, was made the following rule: "Stayed under law six months, April 12, 1807."

And, thereupon, at July term, 1807, of said court, on said docket there was entered the following memorandum, to wit: "Continued under the former rule."

And, thereupon, at October term, 1807, the plaintiffs filed their declaration, which is in the words and figures following, to wit:

The executors of MOLLOY,
vs.
WILLIAM TYRRELL. } *October sessions*, 1807.

Andrew Ewing, James Mulherrin, and John Overton, executors of the last will and testament of Thomas Molloy, by their attorney, complain of William Tyrrell, whose property has been attached, of a plea that he render to them the sum of sixteen hundred and twenty-three dollars seventy-seven cents, which from them he unjustly detains. For that whereas the said Thomas Molloy, in his lifetime, had recovered of the said William Tyrrell a judgment in the court of pleas and quarter sessions holden for the county of Davidson, and State of Tennessee, at their January sessions for 1800, whereat a jury found that the said Thomas had sustained damages by the said William to the amount of twenty-one hundred and ninety-four dollars and ninety-six cents, of which sum plaintiff, by his attorney, released to the defendant the sum of one hundred and fifty dollars, and took judgment for the balance. Therefore, it was considered by the court that the plaintiff should recover of the defendant the sum of two thousand and forty-four dollars ninety-six cents, and his costs of suit, as appears by the records and proceedings thereof now remaining among the records of said court, of which sum a part has been paid, leaving a balance, as also appears by the record, of sixteen hundred and twenty-four dollars thirty-two and a half cents, of which sum the plaintiffs released fifty-four and a half cents, leaving yet due a balance of sixteen hundred and twenty-three dollars seventy-seven and a half cents. Nevertheless, the said William Tyrrell, though often requested, hath not paid the said last mentioned sum, nor any part thereof, to the said Andrew, James, or John, executors as aforesaid, nor to either of them, but still doth refuse to their damage of and therefore they bring suit, &c.; and said plaintiffs bring here into court the letters testamentary granted to said plaintiffs by the county court of Davidson, whereby it appears that they are executors of the last will of said Thomas Molloy.

THOMAS STUART, *for plaintiffs*.

And afterwards, to wit, on Thursday, 15th October, 1807,

Executors of THOMAS MOLLOY,
vs.
WILLIAM TYRRELL, } *Attachment.*

This day came the said plaintiffs, by their attorney aforesaid, and the said defendant being solemnly called to replevy the property attached in this behalf, and plead to issue, came not, but made default. It is, therefore, considered by the court that the said plaintiffs do recover against the said defendant their debt of sixteen hundred and twenty-three dollars and seventy-

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seven cents in the declaration mentioned, beside their costs of suit in this behalf expended; and, on motion, the property attached was condemned, and a writ of venditioni exponas is ordered to be issued to expose the same to sale; and thereupon, on the 24th day of October, 1807, a writ issued from the office aforesaid, in the words and figures following, to wit:

State of Tennesssee to the Sheriff of Williamson county, greeting:

Whereas Andrew Ewing, James Mulherrin, and John Overton, executors to the last will and testament of Thomas Molloy, deceased, in our court of Williamson, at October session, 1807, obtained judgment against William Tyrrell, by a writ of original attachment, for the sum of sixteen hundred and twenty three dollars seventy-seven cents, with costs of suit herein endorsed, which attachment was levied on one undivided half of 3,840 acres of land, on both sides of Sugar creek, which was granted to Martin Armstrong for his services as surveyor of the military lands, being William Tyrrell's right and interest therein, (grant No. 1, dated 16th February, 1806; registered in Davidson county, book C. page 86,) as appears from the sheriff's return, and the court condemn the property attached for the use of satisfying said judgment and costs. These are, therefore, to command you, the said sheriff, that, after legal notice given of time and place, you expose to sale for ready money, according to law, the before recited tract of land, or so much thereof as shall be of value sufficient to satisfy said judgment and costs hereon endorsed, and the money arising from such sale have you before the justices of our said court of pleas and quarter sessions, to be held for the county of Williamson, at the court-house in the town of Franklin, on the second Monday in January next, then and there ready to render to the said executors for their recovery and costs aforesaid: fail not, and have you then and there this writ.

Witness Nicholas Perkins Hardeman, Clerk of our said court, at office, the second Monday in October, A. D. 1807, and 32d year of our independence. N. P. HARDEMAN.

On the back of which writ were the following endorsements: "Issued 24th October, 1807; came to hand 28th October; sold 2d January, 1808. See the other side. S. CHILDRESS, *Sheriff.*"

2d January, 1808.—The within described lands was sold, after legal notice agreeable to law, to Nathan Ewing, agent for the executors of Thomas Molloy, deceased, at one hundred and one dollars, who became the highest bidder at that sum. S. CHILDRESS, *Sheriff.*

Molloy's executors, *vs.* Wm. Tyrrell. } *Judgment, 16th October,* 1807, *for* $1,623 77.

Writ, tax, & bond, 2 02 5, one continuance 40, venditioni exponas,	2 82 5
Judgment, - - - - - - - - -	1 00 0
	$3 82 5
William Hulme, levying attachment, 1 00; calling cause 4,	1 04 0
J. Wharton, - - - - - - -	2 50 0
	$8 11 5

Received my fee, WM. HULME.

Received the attorney's fee. THOMAS STUART, *For J. Wharton.*

January 2d, 1808.—Received of Stephen Childress, sheriff of Williamson county, the sum of eighty-eight dollars 61 cents and 5 mills, being part of the principal of the within execution.

NATHAN EWING,
Agent for the executors of Thomas Molloy, deceased.

And afterwards, to wit, on the 16th October, 1822, there issued from the office of the Clerk aforesaid, a writ in the words and figures following, to wit:

The State of Tennessee to the Sheriff of Maury county, greeting:

You are hereby commanded, that of the goods and chattels, lands and tenements, of William Tyrrell, in your county, you cause to be made the sum of sixteen hundred twenty-three dollars and seventy-seven cents, for debt, and the further sum of eight dollars fifty-one cents and five mills costs, the fees herein endorsed, which, in our court of pleas and quarter sessions for Williamson county, at October sessions, 1807, John Overton, James Mulherrin, and Andrew Ewing, executors of the last will and testament of Thomas Molloy, deceased, recovered against him for their debt and costs, as appears of record, and have you these moneys, with interest and cost until paid, before the justices of our said court of pleas and quarter sessions, to be held for the county of Williamson, at the court-house in the town of Franklin, on the first Monday in January next, then and there ready to render to the said John Overton, James Mulherrin, and Andrew Ewing, executors as aforesaid, for their debt and costs as aforesaid: fail not, and have you then and there this writ.

Witness Thomas Hardeman, Clerk of our said court, at office, the first Monday in October, A. D. 1823, and in the 48th year of our independence.

THOMAS HARDEMAN.

On the back of which writ was the following endorsements: "Issued 16th October, 1822."

Judgment rendered 16th October, 1807. Debt $1,623 77.

Writ, tax, and bond, 2 2 5; one continuance, 40; venditioni exponas, 40; judgment, 1 00, - - - - - -	3 82 5
Sion Hunt granting attachment, - - - -	75
Wm. Hulme levying attachment, 1 00; calling cause, 4, -	1 04
J. Wharton, - - - - - -	2 50
Clerk for this fi. fa. - - - - -	40
	$8 51 5

Received Clerk's fees, 40 cents, of Judge Overton; costs paid, except 40 cents for this fi. fa.; and eighty-eight dollars sixty-one cents five mills of principal paid 2d January, 1828, by sale of land to plaintiffs for $181 00.

THOMAS HARDEMAN, *Clerk.*

Current bank notes will be received in discharge of the within.

A. J. MAY, *for John Overton.*

STATE OF TENNESSEE, set:

I, Thomas Hardeman, Clerk of the court of pleas and quarter sessions for the county of Williamson, in the State of Tennessee aforesaid, do hereby certify that the foregoing is a correct transcript of the record and proceed-

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ings had in said court in the case of John Overton, James Mulherrin, and Andrew Ewing, executors of the last will and testament of Thomas Molloy, deceased, plaintiffs, against Thomas Molloy, defendant; and also of the executions and endorsements thereon, issued in the same case.

In testimony whereof, I have hereto subscribed my name and affixed the seal of said court, at office in Franklin, this 5th day of January, in the year 1828, and fifty-third year of our independence.

THO. HARDEMAN.

The defendants then produced a deed of conveyance for the land in controversy from the sheriff of Williamson county, founded upon a sale under an execution which issued upon the judgment aforesaid, which deed was duly proved and recorded.

The defendants then produced deeds and a will, all duly proved and recorded, which deduced the title regularly from the purchasers at said sheriffs' sale to some of the defendants in possession; and, as to the other of the defendants in possession, they deduced titles regularly from the grantee, to the portions of the land claimed by them, to John Donelson, and from John Donelson to the said last mentioned tenants in possession. As to that portion of the tenants in possession who claimed and held under John Donelson, the plaintiffs admitted that they were protected by the statute of limitations. As to the other portion of the defendants who claimed and held under the judgment aforesaid, and the sale thereon, there was much evidence adduced by them upon the subject of their possession in reference to the operation of the statute of limitations; but, upon the suggestion of the court, the counsel on both sides declined asking for any charge relative to the effect of the possession as proved, when coupled with such a title as was produced. The plaintiffs then, for the purpose of counteracting the case made out as above by the defendants, produced in evidence a copy of a record of a judgment obtained in the court of pleas and quarter sessions of Davidson county, in favor of Thomas Molloy, in his lifetime, against the said William Tyrrell, commenced and prosecuted by attachment against the said William Tyrrell as an absconding debtor; which record is in the following words and figures, to wit:

STATE OF TENNESSEE, DAVIDSON COUNTY, sct.—*A transcript of the record of said county court in the suit of*

THOMAS MOLLOY, plaintiff,
vs.
WILLIAM TYRRELL defendant. } *Original attachment.*

STATE OF TENNESSEE, DAVIDSON COUNTY, ss.

This day came Thomas Molloy before me, one of the justices of the peace for the county aforesaid, and made oath that, by articles of agreement under hand and seal, bearing date the 21st day of May, in the year of our Lord 1796, it was agreed between the defendants and William Tyrrell, that whereas the said Tyrrell had given his bond unto Thomas Dillon for the conveyance of a legal title, in fee, for three thousand eight hundred and forty acres of land, lying in Davidson county, and generally known by the name of the Goose Pasture, for which he, said Tyrrell, had received said Dillon's bonds for the sum of three thousand eight hundred and forty dollars, payable at different times; and, also, whereas the military warrant

under which said land was secured, which was the service right of John McNees, had not as yet been purchased by the said Tyrrell, he, the said Tyrrell, did therefore agree, and bound himself to use his best endeavors to purchase the said warrant, and likewise that, whenever the said Dillon should make payment of all or any part of the aforesaid sum of three thousand eight hundred and forty dollars, that he, said Tyrrell, would account with and pay the defendant one half of the said sum of money, deducting thereout the price of purchasing said warrant, and such other expenses as might be necessary to securing a good title to the said land; and on the part of this deponent it was, by the same articles, agreed, that he would use his endeavors to secure the possession of said land under the title the said McNees' heirs from other claimants; and also, that in case the said Tyrrell should be unable to purchase the said warrant, or to comply with his bond, given to said Dillon as aforesaid, that he would pay the said Tyrrell one half of all damages which might arise against him on that account, for the performance of which the said Tyrrell and this deponent did bind themselves, each to the other, in the penal sum of five thousand dollars. And this deponent further saith, that he did advance and pay to the said Tyrrell the sum of three hundred and seventy-five dollars, on account of the purchase of said warrant, and is informed and believes, that said Tyrrell did purchase said warrant for the sum of five hundred dollars; and that, thereupon, he, said Tyrrell, did obtain a good title to said land in his own name, and that he hath made a good and sufficient title in fee for the said land to the said Dillon; and further, this deponent saith that he is informed and believes that said Tyrrell hath received from said Dillon the full amount of three thousand eight hundred and forty dollars, secured to him by bonds as aforesaid, one half of which, together with the excess of the money paid by this deponent to the said Tyrrell above two hundred and fifty dollars, being half the purchase money of said warrant, making together the sum of two thousand and forty-five dollars. This deponent conceives himself justly entitled to, and that the said William Tyrrell is justly indebted to him on the foregoing statement the said last mentioned sum of money, and that the said William Tyrrell hath so absconded that the ordinary process of law cannot be served upon him.

THOS. MOLLOY.

Sworn to before me, this 21st day of December, 1798.

THOMAS TALBOT, *J. P.*

Know all men by these presents, that we, Thomas Molloy and Daniel Ross, are held and firmly bound unto William Tyrrell in the sum of four thousand and ninety dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, &c., firmly by these presents: sealed with our seals, and dated this 21st day of December, 1798.

The condition of the above obligation is such, that whereas the above bound Thomas Molloy hath this day prayed for and obtained an attachment against the estate of the said William Tyrrell, returnable before the justices of our county court of pleas and quarter sessions to be held for the county of Davidson, at the court-house in Nashville, on the second Monday in January next, and being for the sum of two thousand and forty-five dollars: Now, if the said Thomas shall well and truly prosecute his said suit with effect, or, in case he fail therein, shall well and truly pay and satisfy all such

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costs and damages as may be awarded against him for wrongfully suing out the same, then this obligation to be void, otherwise to remain in full force and virtue.

THOMAS MOLLOY, [SEAL.]
DANIEL ROSS, [SEAL.]

Test: THOMAS TALBOT.

STATE OF TENNESSEE, DAVIDSON COUNTY, sct.—*To the Sheriff of Davidson county, greeting:*

Whereas Thomas Molloy hath this day complained, on oath, to me, Thomas Talbot, esq., one of the justices of the peace for said county, that William Tyrrell is justly indebted to him the sum of two thousand and forty five dollars, and oath having also been made that the said William hath absconded, so that the ordinary process of law cannot be served upon him, and the said Thomas having given bond and security agreeable to law; these are, therefore, to command you to attach the estate of the said William, if to be found in your county, or so much thereof, repleviable on security, as will be of value sufficient to satisfy the said Thomas his debt aforesaid and costs; and such estate so attached in your hands to secure, or so to provide that the same may be liable to further proceedings to be had thereon before the justices of our county court of pleas and quarter sessions, to be held for the county aforesaid, at the court-house in Nashville, on the second Monday in January next, when and where you shall make known how you shall have executed this writ.

Witness Thomas Talbot, esq, one of the justices of the peace for the county aforesaid, this 21st day of December, 1798, and in the 23d year of American independence.

THOMAS TALBOT, *J. P.* [SEAL.]

Came to hand 27th December, 1798. Levied the within on William Tyrrell's right, title, interest, and claim to the following tracts of land, to wit: 640 acres lying on the south side of Cumberland river, on the waters of Big Harpeth; 228 acres on the waters of Sam's creek; 357 acres lying on Pond creek; 640 on the waters of Sycamore; 640 acres on a branch of Harpeth, about two miles from the mouth of said Harpeth; 640 acres on the waters of Harpeth river, about three miles west of the mouth of the west fork; 1,000 acres lying about three miles south of Cumberland river, on the head waters of the first creek below Sam's creek; 640 acres lying on Heaton's lick, branch of White's creek; 640 acres on the waters of Sam's creek.

N. P. HARDEMAN.

Which proceedings being returned to January sessions, 1799, the plaintiff appeared in the prosecution of his suit, by Seth Lewis, esq., his attorney, and filed the following declaration as his cause of action, to wit:

DAVIDSON COUNTY, sct.—*January term*, 1799.

Thomas Molloy complains of William Tyrrell, in custody, &c., by his property, for that whereas, by certain articles of agreement made and entered into by and between the said William and the said Thomas, on the twenty-first day of May, in the year of our Lord 1796, at the county aforesaid, which articles of agreement were then and there reduced to writing and

signed with the proper hands, and sealed with the seals of the said William and the said Thomas, and dated the same day and year aforesaid, and now to the court here shown, it was stipulated, covenanted, and agreed, on the part of the said William, that, whereas the said William had entered into bond unto a certain Thomas Dillon, to make him a legal title in fee to three thousand eight hundred and forty acres of land, lying in Davidson county, the tract being the service right of John McNees, and generally known by the name of the Goose Pastures, for which he, said William, had received said Dillon's bonds for the payment of three thousand eight hundred and forty dollars, payable at different times; and whereas the military warrant of the said McNees was not then yet purchased and transferred to the said William Tyrrell, the said William did then, by the said articles, signed and sealed as aforesaid, agree to use his best endeavors to purchase the said warrant, and likewise that, whenever the said Dillon should make payment of all or any part of the aforesaid sum of money, he would account to and pay to the said Thomas one half of the said three thousand eight hundred and forty dollars, after deducting thereout the price of purchasing said warrant, and such other expenses as might be necessary to secure a good title to said land; and, on the part of the said Thomas, it was, by the said articles, agreed, that he would use his endeavors to secure the possession of the aforesaid land under the title of the said McNees' heirs from other claimants, and also that, in case the said Tyrrell should be unable to comply with his bond so given to the said Dillon, as aforesaid, that then the said Thomas would pay to the said Tyrrell one half of all damages that might arise against him on that account; for the true performance of which the said William and the said Thomas did, by the said articles, bind themselves, each to the other, in the penal sum of five thousand dollars; and the said Thomas, in fact, saith he did, on the day of in the year of our Lord one thousand seven hundred and ninety at the county aforesaid, advance and pay to the said William the sum of three hundred and seventy-five dollars on account of the purchase of the said military warrant, and that he hath done all and every thing and things whatsoever that he was bound or ought to do by force of the said articles of agreement, and the said Thomas, in fact, further saith, that the said William did purchase the said military warrant of John G. Blount, who was previously the proprietor thereof, for the sum of five hundred dollars, and thereupon hath obtained a grant, and hath made and delivered unto the said Thomas Dillon a good title to the said land according to his aforesaid bond, so given by him to said Dillon, as aforesaid; and the said plaintiff, in fact, further saith, that the said William hath received payment, to wit: on the day of anno Domini, 179 at the county aforesaid, of the said Thomas Dillon, to the full amount of the said bonds given by him to said William for the sum of three thousand eight hundred and forty dollars as aforesaid, yet the said William, though often thereto requested, the one half of the said sum of three thousand eight hundred and forty dollars, so by him received as aforesaid, to the said plaintiff hath not paid, neither hath he paid him the sum of one hundred and twenty-five dollars, parcel of the said 375 dollars by the said Thomas Molley overpaid to said William on account of the purchase of said warrant, but to pay the said several sums of money hath hitherto refused, and still doth refuse, to the damage of the said plaintiff two thousand and forty-five dollars, and therefore he brings his suit.

S. LEWIS, *for pl'ff*

And thereupon, on motion of the plaintiff's attorney, a stay of all further proceedings for six months, terminating July sessions, 1799; at which sessions, on motion of the plaintiff's attorney, the defendant was solemnly called upon to come into court, and there answer to the plaintiff's complaint exhibited against him. The which he failed to do, either in person or by an attorney, neither did any person appear in his behalf to replevy the property attached, and plead to issue; wherefore judgment by default was then entered against him, and the cause so remaining by sundry continuances until January session, 1800, at which time came here into court the plaintiff, by his attorney aforesaid, and prays that his damages sustained may now be ascertained unto him; wherefore a jury now comes thereon, to wit, Edley Ewing, John Lucas, George West, Jonathan Robertson, James Titus, Nimrod Menefee, William Ewing, Micajah Brown, Robert Sample, William Thomas, George Frazer, and William Mallugent, who, being elected, tried, and sworn well and truly to inquire and ascertain, according to evidence, the damages sustained by the plaintiff, say upon their oath they find that he has sustained damages by the defendant to the amount of twenty-one hundred and ninety-four dollars and ninety-six cents; of which sum the plaintiff, by his attorney, released the defendant the sum of one hundred and fifty dollars, and takes judgment for the balance. Therefore it is considered by the court that the plaintiff do recover against the defendant the sum of two thousand and forty-four dollars and ninety-six cents and his costs of suit.

And the court decree that the property attached be sold by the sheriff, and that the moneys arising thereby apply towards satisfying the plaintiff's judgment.

In consequence of which judgment there was issued the following executions, to wit:

State of Tennessee to the Sheriff of Davidson county, greeting:

Whereas Thomas Molloy, in our court of Davidson, January sessions, 1800, obtained judgment by writ of original attachment against William Tyrrell, for the sum of two thousand and forty-four dollars and ninety-six cents, with the endorsed fees; and whereas the said attachment was levied on the right and title of the said Tyrrell to the following tracts of land, to wit: 640 acres of land lying on the south side of Cumberland river, on the waters of Big Harpeth; 228 acres on the waters of Sam's creek; 357 acres lying on Pond creek; 640 acres on the waters of Sycamore; 640 acres on a branch of Harpeth, about two miles from the mouth of said Harpeth; 640 acres on the waters of Harpeth river, about three miles west of the mouth of the west fork; 1,000 acres lying about three miles south of Cumberland river, on the head waters of the first creek below Sam's creek; 640 acres lying on Heaton's lick, branch of White's creek; 640 acres on the waters of Sam's creek; all of which lands, aforesaid, the court, on motion of Seth Lewis, esquire, the plaintiff's attorney, ordered to be sold, &c.

These are, therefore, to command you, that, after legal notice given of time and place, you cause to be sold by public auction all such right and title as the said William Tyrrell may have or hold in or to the before described land, so levied on as aforesaid, and the moneys arising thereby have you before the justices of our court of pleas and quarter sessions, to be held for the county of Davidson, at the court-house in the town of Nashville, on the second Monday in April next, then and there ready to render to the said Thomas Molloy for his recovery aforesaid; herein fail not.

Witness, Andrew Ewing, Clerk of our said court, at office, the second Monday in January, 1800: issued 20th January, 1800.

ANDREW EWING.

MOLLOY, *vs.* TYRRELL. } *Judgment, January sessions,* 1800, $2,044 96.

Costs, Government tax, 62½ cts.; docketing cause 50 cts.; subpœna 20 cts.; 3 continuances 1 20; dismission 100; order of sale 40, -	$3 92½
N. P. Hardeman, levying attachment 70 cts.; calling cause 32 cts.,	1 02
Seth Lewis, attorney, - - - - -	2 50
	$7 44½

Came to hand 22d January, 1800. The within described lands was advertised in the Gazette sixty days and upwards, and sold on the 1st day of April, 1800, 640 acres joining Murfree to D. Ross, for 200 dollars; 640 on Heaton's lick branch, to Fred. Stump, for 20 dollars; all the balance of the within described land was purchased by Thomas Molloy. The amount of the sale of the within land is 430 dollars.

W. WILLIAMS.

State of Tennessee to the Sheriff of Davidson county, greeting:

You are hereby commanded, that of the goods and chattels, lands and tenements of William Tyrrell, in your county, you cause to be made the sum of one thousand six hundred and thirty-four dollars sixty-five and a half cents, being the remaining balance due of a judgment of two thousand and forty-four dollars and ninety-six cents, with the sundry costs of suits accruing, which in our court of Davidson, January sessions, 1800, Thomas Molloy recovered against him by writ of original attachment, as appears of record; and have you those moneys before the justices of our court of pleas and quarter sessions, to be held for the county of Davidson, at the court-house in the town of Nashville, on the second Monday in July next, then and there ready to render to the said Thomas Molloy in satisfaction for his recovery aforesaid; fail not.

Witness, Andrew Ewing, Clerk of our said court, at office, the second Monday in April, 1800: issued June 25th, 1800.

ANDREW EWING.

MOLLOY, *vs.* TYRRELL. } *Judgment, January sessions,* 1800, $2,044 96.

Sundry tracts of land sold for - - - -			$430 00
Costs of suit, - - -	7 44½		
Advertising, - - -	1 50		
Sheriff's commissions, - -	10 75		
	19 69½	substract -	19 69½
Moneys received by plaintiff,			410 30½

Thus 2,044 96
410 30½

1,634 65½ due to plaintiff.

Came to hand on the 26th June, 1800; nothing found.

W. WILLIAMS.

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Fieri facias issued, tested the second Monday in January, 1801, and returnable to April sessions, 1801, to the sheriff of Robertson county, but does not appear to be returned to the office.

State of Tennessee to the Sheriff of Davidson county, greeting:

You are hereby commanded, that of the goods and chattels, lands and tenements of William Tyrrell, in your county, you cause to be made the sum of sixteen hundred and thirty-four dollars sixty-five and a half cents, being the remaining balance due of a judgment of twenty hundred and forty-four dollars ninety-six cents, with the fees herein endorsed, which in our court of Davidson, January sessions, 1800, Thomas Molloy recovered against him, the said William Tyrrell, as appears of record; and have you those moneys before the justices of our court of pleas and quarter sessions to be held for the county of Davidson, at the court-house in the town of Nashville, on the second Monday in July next, then and there ready to render to the said Thomas Molloy for his damages and costs aforesaid; fail not.

Witness Andrew Ewing, Clerk of our said court, at office, the second Monday in April, A. D. 1801, and in the 25th year of our independence. Issued May 12th, 1801.

ANDREW EWING.

Molloy *vs.* Tyrrell. Judgment, January 1800, $2,044 96; balance due $1,634 65½.

Came to hand 12th day of May, 1801. Levied on an undivided moiety of 640 acres of land, to be sold on the 13th day of July next at the court-house in Nashville.

July 13th, 1801. This day sold the above undivided moiety of 640 acres of land to John Sample, as agent for the said Thomas Molloy, for thirteen dollars, he being the highest bidder, and out of which I have deducted my fees and printer's fees.

J. BOYD, Jr., *Dep. Sheriff.*

The execution docket shows that an alias execution issued from July sessions, 1801, returnable to October sessions, 1801, directed to the sheriff of Robertson county, but is not to be found in my office.

STATE OF TENNESSEE, DAVIDSON COUNTY, ss.

I, Nathan Ewing, Clerk of the court of pleas and quarter sessions for said county, do hereby certify to whom it may concern, that the before recited is a true transcript of the record of said county court in the suit of Thomas Molloy against William Tyrrell, and of the executions issued and sheriff's return thereon of such as is in the office.

In testimony whereof, I have hereunto set my hand and affixed the seal of said court, at office in Nashville, this 29th day of June, 1825.

NATHAN EWING, [L. S.]

The plaintiffs produced Lee Nolen, a surveyor, who proved that acres of the land in controversy is situated in the county of Maury, and the residue in the county of Williamson. The plaintiff then read as evidence to the jury an act of the General Assembly of the State of Tennessee, passed on the 16th of November, 1807, entitled "An act to reduce Williamson county to constitutional limits, and to form a new county on